PERSONAL PAPERS and COMMUNICATIONS

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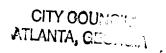
December 6, 2004

PERSONAL PAPERS

ADOPTED AND ADOPTED AS AMENDED

December 6, 2004

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MUNITAL STATE STATE OF THE STAT	Honor	Members	MAYOR AND CITY COUNCIL; AND FOR OTHER PURPOSES.
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	Action Action	Action	PROPERTY VENDING POLICY AND ADVISORY
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	Committee	Committee	04 尽 2264
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A RESOLUTION

BY COUNCILMAN JIM MADDOX

04 R 2264

A RESOLUTION TO AMEND RESOLUTION 04-R-1367 ESTABLISHING A PRIVATE PROPERTY VENDING POLICY AND ADVISORY COMMITTEE SO AS TO EXTEND THE PERIOD OF TIME WITHIN WHICH THE COMMITTEE IS REQUIRED TO SUBMIT ITS REPORT TO THE MAYOR AND CITY COUNCIL; AND FOR OTHER PURPOSES.

Whereas, Resolution 04-R-1367, adopted August 16, 2004 and approved August 25, 2004 (copy attached), established the Private Property Vending Policy and Advisory Committee; and

Whereas, Section 3 of said Resolution required the Committee to submit its report to the Mayor and City Council within 120 days of the enactment of Resolution 04-R-1367; and

Whereas, said 120 day time period expires December 23, 2004 and, to date, only two of the seven member appointments have been made; and

Whereas, an extension of time is necessary to allow the appointment process to be completed and to allow the Committee to perform its review and submit its report.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA that the period of time within which the Private Property Vending Policy and Advisory Committee is required to perform its review and submit its report to the Mayor and City Council is hereby extended through and including June 30, 2005.

CITY COUNCIL FLANTA, GEORGIA

A Resolution

Councilman Jim Maddox

A Resolution Establishing a Private Property Vending
Policy and Advisory Committee for the Purpose of
Reviewing City Policy with Respect to Vending on Private
Property and to Make Recommendations to the Mayor
And City Council as to Ways to Improve the City's Private
Property Vending Program; and for Other Purposes.

Claud.

Whereas, the City has the responsibility to regulate, and prohibit any act, practice, conduct, or use of property which is detrimental, or likely to be detrimental, to the health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city and to provide for the enforcement of such standards; and

Whereas, the City has the power to make, ordain, and establish such bylaws, ordinances, rules, and regulations as shall appear necessary for the security, welfare, convenience, and interest of the city and the inhabitants thereof and for preserving the health, peace, order, and good government of the city; and

Whereas, pursuant to its police powers, the City of Atlanta is authorized to enact legislation to regulate certain types of businesses and industries which could potentially affect the public health, safety and welfare, including vending on private property; and

Whereas, there is a proliferation of private property vendors some of whose vending sites and structures are unsightly and unsafe; and

Whereas, this proliferation of private property vendors has also led to traffic congestion and the creation of dangerous traffic conditions; and

Whereas, the City ordinances regarding vending on private property should be reviewed, revised and updated in order to eliminate the problems associated with vending on private property; and

Whereas, in light of the foregoing, it is necessary and appropriate for the City of Atlanta to promote the public health, safety and general welfare of its citizens by creating the Private Property Vending Policy and Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF HE CITY OF ATLANTA. GEORGIA. as follows:

<u>Section 1</u>: There is hereby established a seven (7) member Private Property Vending Policy and Advisory Committee which shall be appointed as follows:

a. Two (2) members shall be appointed by the Mayor;

- b. Four (4) members shall be appointed by Council: One (1) by the President of Council, and one (1) from each of the three (3) Post/District Council groupings. (one of said members shall be a representative of the vending industry.); and
- c. One (1) member shall be appointed by the Atlanta Planning Advisory Board (APAB).

Section 2: The Private Property Vending Policy and Advisory Committee shall serve as an advisory body to the Mayor and City Council and shall review current City Policy and laws with respect to vending on private property and shall submit a report which shall include suggestions and recommendations regarding ways to improve the City's private property vending program.

<u>Section 3:</u> The Private Property Vending Policy and Advisory Committee shall submit its report to the Mayor and City Council within one hundred and twenty (120) days of the enactment of this resolution.

<u>Section 4:</u> That upon this resolution becoming law, the Municipal Clerk shall immediately notify APAB of the adoption of this resolution and request that the name of APAB's appointee be submitted within two weeks following such notification.

Section 5: That the Private Property Vending Policy and Advisory Committee shall be considered disbanded upon submittal of its final report.

<u>Section 6</u> That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

A true copy

Reada Daugher Johnson

Municipal Clerk, CMC

ADOPTED by the Council
RETURNED WITHOUT SIGNATURE OF THE MAYOR
APPROVED as per City Charter Section 2-403

AUG 16, 2004

AUG 25, 2004

PERSONAL PAPERS REFERRED December 6, 2004

Date Referred Referred To:	Refferred To:	Date Referred	Referred To: City Utilities	Date Referred 12 6 04	/	D REGULAR REPORT REFER D 1st ADOPT 2nd READ & REFER	CONSENT REFER		574001 M41F055792BG.	ACCOUNT AND CENTER NUMBER: 1045	SHALL BE CHARGED TO	HUNDRED DOLLARS AND NO CENTS	NOT TO EX	PROJECT ON BEHALF OF THE	FO '	FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE INTERSECTION AND SIGNALIZATION	MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH ATLANTA SERVICES GROUP, A JOINT VENTURE, FOR FC-7619-03, ANNUAL CONTRACT	A RESOLUTION AUTHORIZING THE	A RESOLUTION BY:		(Do Not Write Above This Line)	04 ₹ 2255
Refer To					Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee		Refer To					Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	ChairReferred To	First Reading Committee Date
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A RESOLUTION BY:

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ISSUE A NOTICE-TO-PROCEED WITH ATLANTA SERVICES GROUP, A JOINT VENTURE, FOR FC-7619-03, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES TO PROVIDE INTERSECTION AND SIGNALIZATION IMPROVEMENTS FOR THE CHESHIRE BRIDGE ROAD AND LINDBERGH DRIVE PROJECT ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$136,600.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBER: 1C45 574001 M41F055792BG.

WHEREAS, the City of Atlanta (the "City") did enter into FC-7619-03, Annual Contract for Architectural and Engineering Services; and

WHEREAS, the Department of Public Works requires architectural and engineering services for intersection and signalization plans for the Cheshire Bridge Road and Lindbergh Drive project in an amount not to exceed One Hundred Thirty Six Thousand and Six Hundred Dollars and No Cents (\$136,600.00); and

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer for the Department of Procurement have recommended Atlanta Services Group, a joint venture to provide Architectural and Engineering Services for intersection and signalization plans for the Cheshire Bridge Road and Lindbergh Drive project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to approve a notice-to-proceed with Atlanta Services Group, a joint venture, for FC-7619-03, Annual Contract for Architectural and Engineering Services for the Cheshire Bridge Road and Lindbergh Drive project; in the amount not to exceed One Hundred Thirty Six Thousand Six Hundred Dollars and No Cents (\$136.600.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate agreement for execution by the Mayor to be approved by the City of Atlanta as to form.

BE IT FURTHER RESOLVED, that this notice-to-proceed should not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said notice-to-proceed shall be charged to and paid from fund account and center number: 1C45 574001 M41F055792BG.

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			budget; and for other purposes
	Members	Members	than June 30 a list of its priorities for the coming year's
	Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other	of the City of Atlanta so as to mandate that the Council submit to the Mayor, no later
	Chair	Chair	An Ordinance to amend Section 6-302 of the Code of Ordinances
CERTIFIED	Date	Date	Councilmember C. T. Martin
	Committee	Committee	The Machiet
Consent 1 V Vote 1 BC Vote		Referred To	(Do Not Write Above Inis Line)
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AN ORDINANCE

Councilmember C. T. Martin

An Ordinance to amend Section 6-302 of the Code of Ordinances of the City of Atlanta so as to mandate that the Council submit to the Mayor, no later than June 30 a list of its priorities for the coming year's budget; and for other purposes

WHEREAS, Section 6-302 of the Code of Ordinances of the City of Atlanta sets out the procedure for the adoption the City's budget; and

WHEREAS, the governing body (City Council) is charged with the responsibility of setting policy for the City; and

WHEREAS, the success of any policy initiative depends upon adequate budgetary reinforcement; and

WHEREAS, it is imperative that the policymakers be involved in the budget preparation process.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows

Section 1: That Section 6-302 of the Code of Ordinances of the City of Atlanta which reads as follows:

Section 6-302. Adoption of budget.

- (a) The mayor shall prepare and submit the proposed annual budget ordinance to the governing body no later than the first regular meeting of the governing body in December, preceding the fiscal year.
- (b) The governing body shall hold one or more public hearings on the proposed budget as required by the laws of Georgia, notice of which shall be published in a newspaper of general circulation in the city at least seven days prior to the date set therefor.
- (c) The governing body may amend the proposed annual budget, except that the budget as finally amended must provide for all expenditures required by law or by this Charter, including but not limited to debt service, sinking fund, interest on bonded indebtedness and a general fund restricted reserve equal to five percent of the proposed general fund budget which sums shall not be diverted to any

other purpose and the total appropriations from any such fund shall not exceed the estimated fund balance, reserves, and revenues constituting the fund availability of such fund.

(d) The governing body shall by ordinance adopt the annual budget for the ensuing fiscal year not later than the second regular meeting in the second month of each fiscal year.

be amended to read:

Section 6-302. Adoption of budget.

- (a) The governing body shall submit to the Mayor a list of its priorities for the coming year no later than the end of June of the present year. The Mayor, in conjunction with the Chief Financial Office, shall take these priorities into consideration in the preparation of the tentative budget.
- (b) The mayor shall prepare and submit the proposed annual budget ordinance to the governing body no later than the first regular meeting of the governing body in December, preceding the fiscal year.
- (c) The governing body shall hold one or more public hearings on the proposed budget as required by the laws of Georgia, notice of which shall be published in a newspaper of general circulation in the city at least seven days prior to the date set therefor.
- (d) The governing body may amend the proposed annual budget, except that the budget as finally amended must provide for all expenditures required by law or by this Charter, including but not limited to debt service, sinking fund, interest on bonded indebtedness and a general fund restricted reserve equal to five percent of the proposed general fund budget which sums shall not be diverted to any other purpose and the total appropriations from any such fund shall not exceed the estimated fund balance, reserves, and revenues constituting the fund availability of such fund.
- (e) The governing body shall by ordinance adopt the annual budget for the ensuing fiscal year not later than the second regular meeting in the second month of each fiscal year.

Section 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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	04 ₹ 2257	Committee First R	First Reading	FINAL COUNCIL ACTION
	A RESOLUTION	Referred To		Readings
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	Communication value Landel	Date	Date	CERTIFIED
	A Resolution authorizing the	Chair	Chair	
	a contribution in the amount of	Action	Action	
	\$90,000 from the Sembler Company for the installation of	Fav, Adv, Hold (see rev. side) Other	Fav, Adv, Hold (see rev. side) Other	
	one tranic signal at the intersection of Candler Park	Members	Members	
	and for other purposes			
		Refer To	Refer To	
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04 ≥ 2257

A RESOLUTION

Councilmember Anne Fauver

A Resolution authorizing the Mayor or her designee to accept a contribution in the amount of \$90,000 from the Sembler Company for the installation of one traffic signal at the intersection of Candler Park Drive and McClendon Avenue; and for other purposes

WHEREAS, the Sembler Company developed property, commonly referred to as the "Atlanta Gas Light Property; and

WHEREAS, to facilitate the project, a number of traffic improvements were necessary; and

WHEREAS, the Sembler Company agreed to set aside a sum not to exceed \$100,000 as a contribution to the ongoing efforts in Inman Park and Candler Park communities that will serve as funds to match other resources that would be available for traffic calming and related improvements; and

WHEREAS, the Sembler Company is committed to provide additional funding to Candler Park for the installation of one traffic signal at the intersection of Candler Park Drive and McClendon.

BE IT RESOLVED THAT the Mayor or her designee is hereby authorized to accept ninety-thousand (\$90,000) from the Sembler Company to be used for a traffic signal at Candler Park Drive and McClendon Avenue.

BE IT FURTHER RESOLVED that said funds are to be deposited into FAC *********,

BE IT FINALLY RESOLVED that all resolutions and parts of resolutions in conflict herewith are hereby repealed.

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Referred To:	Date Referred	Refferred To:	Date Referred	Referred To: City Utilities	Date Referred 12 COH	PERSONAL PAPER REFER		REGULAR REPORT REFER	CONSENT REFER			V 7 7 V V A A A A	UNT AND CENTER NUMBER:	BE CHAR	THOUSAND DOLLARS AND NO CENTS (\$160,000.00). ALL CONTRACTED	EXCEED ONE HUNDRED SIXTY	ON BEHALF OF THE DEPARTMENT OF	SIDEWALK IMPROVEMENTS FOR THE COLLIER ROAD SIDEWALK PROJECT	SIDEWALKS, DRIVEWAYS AND CURBS TO INCLUDE CONSTRUCTION OF	KISSBERG CONSTRUCTION, INC., FOR FC-7573-03A, ANNUAL CONTRACT FOR	AYOR OR DESIGNEE TO ENTER : MENDMENT AGREEMENT NO. 2 V	A RESOLUTION AUTHORIZING THE	•		(Do Not Write Above This Line)	04 尺 2258	
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A RESOLUTION BY: CLAIR MULLER

WHEREAS, the City of Atlanta ("the City") did enter into an agreement with Kissberg Construction, Inc., for FC-7573-03A, for Annual Contract for Sidewalks, Driveways and Curbs on behalf of the Department of Public Works in an amount not to exceed One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00); and

WHEREAS, the City did enter into Amendment No. 1 with Kissberg Construction, Inc., for FC-7573-03A, Annual Contract for Sidewalks, Driveways and Curbs to amend the base year of the agreement from one (1) year to two (2) years; and

WHEREAS, it is the desire of the Department of Public Works to amend the Agreement to include additional sidewalk work from Howell Mill Road to Peachtree Road for the Collier Road Sidewalk project; and

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer of the Department of Procurement have recommended Amendment Agreement No. 2 for FC-7573-03A, Collier Road Sidewalk Improvements project in an amount not to exceed One Hundred Sixty Dollars and No Cents (\$160,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, that the Mayor be and is hereby authorized to approve Amendment No. 2 with Kissberg Construction, Inc., FC-7573-03A, Annual Contract for Sidewalks, Driveways and Curbs to include construction of sidewalk improvements for the Collier Road Sidewalk Improvements project in an amount not to exceed One Hundred Sixty Thousand and No Cents (\$160,000.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate amendment agreement for execution by the Mayor to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this Amendment No. 2 shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the contracting party.

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AN ORDINANCE by Debi Starnes An Ordinance to transfer \$7,000.00	Date	Date	CERTIFIED
from a City Council Department of Grants Management to fund the 2005	Chair	Chair	
Homeless Census.	Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other	
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AN ORDINANCE by Debi Starnes

An Ordinance to transfer \$7,000.00 from a City Council member account to the Department of Grants Management to fund the 2005 Homeless Census.

WHEREAS, the City of Atlanta has committed, along with Fulton County and DeKalb County, to conduct an actual census of homeless citizens, to better inform the need for services,

AND WHEREAS, the Department of Housing and Urban Development now requires such a census to fund homeless projects,

AND WHEREAS, such a census is scheduled for January 2005,

THEREFORE, BE IT ORDAINED BY THE COUNCIL of the CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the 2004 (General Fund) Budget be and is hereby amended as follows:

	Transfer from Appropriations	
# ******	Council District Two	\$7,000.00
	Transfer to Appropriations	
# *****	Department of Grants Management	\$7,000.00

Section 2: That all ordinances or parts of ordinances in conflict herewith are waived.

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AN ORDINANCE Water Uncluby
BY COUNCIL MEMBER NATALYN ARCHIBONG

AUTHORIZING THE **MAYOR** TO **EXECUTE** AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ATLANTA. GEORGIA (THE "AUTHORITY") AND THE CITY OF ATLANTA PERTAINING TO THE PERFORMANCE OF CERTAIN PUBLIC IMPROVEMENTS BY THE AUTHORITY FOR THE BENEFIT OF THE CITY OF **ATLANTA:** TRANSFERRING APPROPRIATIONS IN THE AMOUNT OF \$5,369,370 TO FUND SAID PUBLIC IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, The Housing Authority of the City of Atlanta, Georgia (the "Authority") (together with its development partner, Capitol Gateway, LLC, a joint venture of Integral Properties, LLC, a Georgia limited liability company, TCR Georgia Housing Limited Partnership, and Urban Realty Partners is engaged in the revitalization of the Capitol Homes public housing community ("Capitol Homes") into a new mixed-use, mixed-income community known as Capitol Gateway; and

WHEREAS, the revitalization includes the demolition of 694 distressed units and related facilities and the redevelopment of Capitol Homes into a new master planned, mixed income, mixed finance, mixed use community, including approximately 857 onsite multifamily rental units of which approximately 274 (32%) will be reserved for public housing, approximately 45,000 sq. ft. in retail space, a new early childhood learning facility, as well as approximately 90 newly constructed for-sale homes to be located off-site and 40 of which will be reserved for sale to families who have graduated from the public housing or other AHA affordable housing programs with first priority to families who formerly lived at Capitol Homes; and

WHEREAS, Phase I of the revitalization of Capitol Homes is the 90 off-site single family for-sale home component and currently 3 homes are complete including two market rate for-sale homes and one affordable for-sale home; and

WHEREAS, Phase II of the revitalization of Capitol Homes will encompass the redevelopment of the MLK Village rental property owned by the Ebenezer Charitable Foundation and located adjacent to Capitol Homes, which has received an allocation of AHA Project based Section 8 vouchers and a Low Income Housing Tax Credit award from the State of Georgia, the phase includes 122 rental units designated for senior living and is scheduled to close before the end of the year; and

WHEREAS, Phase III of the revitalization of Capitol Homes is located on-site and includes 266 mixed income rental units, scheduled for a financial closing in February 2005; and

WHEREAS, the revitalization will include an array of social and economic development projects including retail, daycare, counseling, educational training and recreational activities; and

WHEREAS, the revitalization of this community is of enormous importance to the economic health of the City and the well-being of its residents; and

WHEREAS, as part of the revitalization of Capitol Homes, the City and the Authority have agreed that in order to support the development timetable set forth for the revitalization and simultaneously accomplish the City's long term goal for storm and sanitary sewer separation within the Intrenchment Creek Basin, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way around and within Capitol Homes necessary to separate the existing combined sewers and also support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A; and

WHEREAS, the City and the Authority are working together to develop plans for the 2004 Capitol Homes Revitalization Public Improvements; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the 2004 Capitol Homes Revitalization Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$5,369,370 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the 2004 Capitol Homes Revitalization Public Improvements budget, work scope and design have been reviewed and developed with input from the City's Department of Watershed Management and the Department of Parks, Recreation and Cultural Affairs; and

WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of said improvements.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

<u>Section 1</u>. The Mayor is authorized to enter into an intergovernmental agreement with the Authority for the construction of the 2004 Capitol Homes Revitalization Public Improvements.

Section 2. That the \$5,369,370 required funding for the 2004 Capitol Homes Revitalization Public Improvements was allocated in the 2004 Water and Wastewater Bond Fund Budget per approved City Council Ordinance 04-O-1728 and the funds will be transferred to the Authority.

Section 3. The City Attorney is authorized to prepare and review all necessary contractual

agreements	, and the Mayor is	authorized to execut	e all necessary	agreements after	approval by	the
	ey as to form.					

04-O-_____Page 3

<u>Section 4</u>. Said agreements shall not be binding on the City until executed by the Mayor and delivered to the contracting party.

<u>Section 6</u>. The Chief Financial Officer be and is hereby authorized to make payment for said contractual agreements from the 2004 Water and Wastewater Bond Fund Budget in the aggregate amount not to exceed \$5,369,370. Said amount should be charged from Fund account center number 2J28-774001-Q38103229999.

Execution Copy (2004 Capitol Homes Revitalization)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement"), entered into as of the ____ day of December, 2004, by and between **The Housing Authority of the City of Atlanta, Georgia** (herein called the "Authority") and the **City of Atlanta, Georgia** (herein called the "City").

RECITALS

WHEREAS, the Authority (together with its development partner, Capitol Gateway, LLC, a joint venture of Integral Properties, LLC, a Georgia limited liability company (f/k/a The Integral Group, L.L.C.), Trammell, and the Authority) is engaged in the revitalization of the Capitol Homes public housing community ("Capitol Homes") into a new mixed-use, mixed-income community; and

WHEREAS, the revitalization includes the demolition of 694 distressed public housing rental units and related facilities and the redevelopment of Capitol Homes into a new master planned, mixed income, mixed finance, mixed use community, including approximately 857 onsite multifamily rental units of which approximately 32% will be reserved for public housing, approximately 45,000 sq. ft. in retail space, an early childhood learning facility, as well as approximately 90 newly constructed for-sale homes to be located off-site and 40 of which will be reserved and affordable for-sale to families who have graduated from the public housing or other AHA affordable housing programs with first priority to families who formerly lived at Capitol Homes and who otherwise qualify for homeownership; and

WHEREAS, Phase I of the revitalization of Capitol Homes includes 90 off-site single family for-sale homes and currently 3 homes are complete, including two market rate for-sale homes and one affordable for-sale home; and

WHEREAS, Phase II of the revitalization of Capitol Homes will encompass the redevelopment of the MLK Village rental property owned by the Ebenezer Charitable Foundation and located adjacent to Capitol Homes, which has received an allocation of Project Based housing choice vouchers and a Low Income Housing Tax Credit award from the State of Georgia, the phase includes 122 rental units designated for senior living and is scheduled to close before the end of the year; and

WHEREAS, Phase III of the revitalization of Capitol Homes is located on-site and includes 266 mixed income rental units, scheduled for a financial closing in February 2005; and

WHEREAS, the revitalization will include an array of social and economic development

projects including retail, daycare, counseling, educational training and recreational activities; and

WHEREAS, the revitalization of this community is of enormous importance to the economic health of the City and the well-being of its residents; and

WHEREAS, as part of the revitalization of Capitol Homes, the City and the Authority have agreed that in order to support the development timetable set forth for the revitalization and simultaneously accomplish the City's long term goal for storm and sanitary sewer separation within the Intrenchment Creek Basin, the City has authorized the Authority to perform, on behalf of the City, the public improvements in the public right of way around and within necessary to separate the existing combined sewers and also support the revitalization, as more fully described in the Public Improvements Budget attached as Exhibit A to be known as the 2004 Capitol Homes Revitalization Public Improvements"); and

WHEREAS, the City and the Authority are working together to develop plans for the 2004 Capitol Homes Revitalization Public Improvements supporting the revitalization of Capitol Homes; and

WHEREAS, the City and the Authority acknowledge and agree that the most efficient and economical manner in which to perform the 2004 Capitol Homes Revitalization Public Improvements is to have such work performed by the Authority (through its private sector development partners) and to have the City contribute \$5,369,370 to the Authority for the costs incurred or to be incurred by the Authority in performing such work; and

WHEREAS, the City now wishes to make a contribution to the Authority for a portion of the cost of improvements to be paid from the 2004 Water and Wastewater Bond Fund Budget; and

WHEREAS, subject to the terms and conditions set forth herein, the City and the Authority have agreed that the Authority (through its private development partners) would perform the 2004 Capitol Homes Revitalization Public Improvements on behalf of the City, and the City desires to accept such offer and contribute the funds to the Authority for the 2004 Capitol Homes Revitalization Public Improvements.

NOW, THEREFORE, in consideration of ten dollars (\$10) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1.	<u>City</u>]	<u>Legislation</u>	and Funding.	The City	hereby a	acknowledges	and agrees	that
pursuant to	Ordinanc	e No.04-O-	, adopted l	y the City	Council o	nand	approved b	y the
Mayor on .	, t	hat the May	or is authorized	l to execute	this Agre	ement. (Copy	of Ordinance	e No.
04-O	_is attached	d).						

2. <u>Performance of Work; Inspection</u>. The City hereby authorizes the Authority and its

contractors and the Authority hereby agrees to perform or cause its contractors to perform the 2004 Capitol Homes Revitalization Public Improvements work on behalf of the City. The Authority shall cause an independent inspecting engineer to periodically inspect the 2004 Capitol Homes Revitalization Public Improvements work and confirm that the relevant portion of the public improvements has been satisfactorily completed. The Authority shall cause a copy of such report to be delivered to the City's Department of Public Works and Department of Watershed Management. Upon completion of all of the 2004 Capitol Homes Revitalization Public Improvements work, the Authority shall cause said inspecting engineer to deliver a final report which complies with the specifications required by the City's Department of Public Works to the City's Department of Public Works and Department of Watershed Management confirming that the 2004 Capitol Homes Revitalization Public Improvements work was completed satisfactorily.

3. Contribution by the City.

- a. <u>Contribution</u>. The City hereby agrees to contribute to the Authority an amount equal to \$5,369,370 (the "Contribution") for the cost of performing the 2004 Capitol Homes Revitalization Public Improvements work. The City shall make such contribution as soon as practicable, but in no event later than February 15, 2005 (the "Commitment Date"). The City acknowledges that its commitment to provide sufficient funding for the public improvements required to support the revitalization of Capitol Homes is clearly established in Ordinance 04-O-1728 approving the 2004 Water and Wastewater Bond Fund Budget which includes \$5,369,370 for improvements needed to support the 2004 Capitol Homes Revitalization Public Improvements.
- b. Acknowledgment of Purpose of the Contribution. The City hereby acknowledges that the purpose of the Contribution is to make a contribution to the Authority to pay the cost of performing the 2004 Capitol Homes Revitalization Public Improvements work. The Authority (through its private sector development partners) will be performing such work on behalf of the City. The Authority through its private sector development partners has become financially obligated to contractors, and will be affected by deadlines concerning the construction of the 2004 Capitol Homes Revitalization Public Improvements. If the Authority has not received the Contribution by the Commitment Date, then the Authority will be at risk for becoming liable for, or subject to liens, fines and penalties and other monetary damages in connection with unpaid construction costs incurred with respect to the 2004 Capitol Homes Revitalization Public Improvements. Accordingly, the City agrees to indemnify and hold harmless the Authority from any damages, losses, expenses, liens, penalties or fines incurred or that are placed in existence by reason of the City's failure to provide fully and timely the Contribution to the Authority as provided in the above-paragraph.
- c. <u>Refund to the City.</u> The Authority and the City hereby acknowledge that the cost of performing the 2004 Capitol Homes Revitalization Public Improvements work may exceed \$5,369,370. The Authority and the City further acknowledge that the cost of public improvements for all phases of public improvements work related to the 2004 Capitol Homes Revitalization is

likely to exceed contributions from the City. Accordingly, the Authority and the City agree as follows: (1) the excess contribution on any phase will first be used to offset cost overruns on other phases, and (2) if the cost of the public improvements for all phases of the Capitol Homes redevelopment does not exceed the total contributions from the City for such public improvements, then the Authority shall refund to the City all unexpended funds. The City acknowledges that it owns and has responsibility for furnishing and performing the 2004 Capitol Homes Revitalization Public Improvements. The Authority is willing to perform the 2004 Capitol Homes Revitalization Public Improvements under the terms and conditions of this Agreement.

4. <u>Dedication of Public Improvements to City</u>. The City and the Authority hereby acknowledge that the revitalization of Capitol Homes is being accomplished in five or more phases. At such time as the revitalization of Capitol Homes is complete, or at such earlier time as may be practicable given the construction schedule for the 2004 Capitol Homes Revitalization Public Improvements, the Authority, as appropriate, shall cause the 2004 Capitol Homes Revitalization Public Improvements work to be dedicated to the City, and the City shall accept such dedication, subject to the improvements being completed in accordance with City standards.

5. Miscellaneous.

- a. <u>Insurance</u>. The Authority and its contractors shall maintain such property, casualty, fire, hazard and liability insurance as the City may reasonably require and on all such insurance policies, the City shall be named as an additional insured as its interests may appear. The Authority and the City hereby acknowledge that the cost of such insurance will be considered a cost of the 2004 Capitol Homes Revitalization Public Improvements.
- b. <u>Indemnity.</u> To the extent that the Authority is the beneficiary of any warranties, representations or indemnifications made by any contractor, subcontractor or supplier in connection with the 2004 Capitol Homes Revitalization Public Improvements work, the Authority agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all losses, expenses, demands and claims (collectively, "Losses") against the City, its officers, agents and employees sustained or alleged to have been sustained in connection with or as a result from the gross negligence or willful misconduct of the Authority in performing the 2004 Capitol Homes Revitalization Public Improvements work; provided, that any claim for indemnification must be submitted to the Authority within thirty (30) days of the date on which the City's Department of Law becomes aware that a Loss is sustained or alleged to be sustained by the City. The City hereby agrees to cause the Department of Law to notify the Authority in the manner described in Section 5.f hereof on the date that the Department of Law becomes aware of a sustained or alleged Loss. The City hereby acknowledges that the Authority is acting as an Agent in this instance and agrees that the indemnification provided above is limited solely to the indemnification provided to the Authority by contractors, subcontractors or suppliers who perform such work. The parties agree that any indemnification or obligation to indemnify under this paragraph is expressly limited to any insurance proceeds received by the Authority from liability insurance required under this Agreement and to any amounts received by the Authority from contractors, subcontractors or suppliers as a result of

warranties, representations and indemnifications. In the event it is determined that a Loss which was alleged to have been sustained by the City was not actually sustained, the City shall refund any amounts paid to it by the Authority or on behalf of the Authority pursuant to this Section 5.b, to the Authority. This indemnification shall expire two years from the date of the completion of the 2004 Capitol Homes Revitalization Public Improvements work.

- c. <u>Contract Budget</u>. Funds of the contract budget may be shifted between water and sewer eligible line items of the 2004 Capitol Homes Revitalization Public Improvements Budget with advance written approval by the City through the Commissioner of Watershed Management.
- d. <u>Monitoring Activities</u>. The Authority agrees that the City may carry out inspection, monitoring, evaluation and auditing activities concerning the performance of the 2004 Capitol Homes Revitalization Public Improvements work as the City deems reasonably necessary, provided that City gives reasonable advance notice to the Authority.
- e. Records. The Authority and its contractors shall maintain such records and accounts related to the 2004 Capitol Homes Revitalization Public Improvements as are deemed reasonably necessary by the City, and the Authority, upon receipt of five business days prior written notice from the City, shall permit representatives of the City, at the City's sole cost and expense, to have full access to and the right to examine any books, documents, papers and records involving the performance of the Work during normal business hours at the Authority's central office. The Authority's obligation to maintain such records and accounts and the City's right to examine any books, records or other documents shall expire two years after the date of this Agreement.
- f. <u>Notices</u>. Notices and reports described herein shall be delivered or sent to the parties as follows.

To the Authority:

President and Chief Executive Officer
The Housing Authority of the City of Atlanta, Georgia
230 John Wesley Dobbs Avenue, N.E.
Atlanta, Georgia 30303-2421

Fax: 404-332-0100

Tel: 404-817-7463

With a copy to:

Senior Vice President and General Counsel Legal and Intergovernmental Affairs The Housing Authority of the City of Atlanta, Georgia 230 John Wesley Dobbs Avenue, N.E. Atlanta, Georgia 30303-2421

Fax: 404-332-0104 Tel: 404-817-7293 To the City:

Commissioner
Department of Watershed Management
55 Trinity Avenue, S.W.
Suite 5400
Atlanta, Georgia 30335-0310

Fax: 404-658-7194 Tel: 404-330-6081

With a copy to:

Stacey Abrams, Esq.
Suite 4100, City Hall Tower
68 Mitchell Street, S.W.
Atlanta, Georgia 30335-0332

Fax: 404-658-6894 Tel: 404-330-6400

- g. <u>Severability</u>. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or by reason of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of these transactions contemplated hereby is not affected in any manner materially adverse to either party.
- h. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

	THE HOUSING AUTHORITY OF CITY OF ATLANTA, GEORGIA
Attest: Assistant Secretary	By:(SEAL) Renée Lewis Glover President and Chief Executive Officer
	CITY OF ATLANTA, GEORGIA
	By: (SEAL)
Attest:	Recommended:
Municipal Clerk	Chief Operating Officer
Approved as to Form:	Chief Financial Officer
City Attorney	Commissioner, Department of Watershed Management

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Referred to:	Date Referred	Refferred To:	Date Referred	Referred To: Committee on Council	Date Referred 12 . C C C	PERSONAL PAPER REFER	_	CONSENT REFER			FOR OTHER FURFOSES.	TO REPEAL CONFLICTING ORDINANCES; AND	2-1981 (a) (3) SHALL BE EXEMPT FROM THE FINANCIAL DISCLOSURE REQUIREMENTS	AS SET FORTH IN CITY CODE SECTION	MEMBERSHIP OF THE ADVISORY	NEW CODE SECTION 2-814:1 WHICH SHALL PROVIDE THAT THE REPRESENTATIVES OF	AN ORDINANCE TO AMEND THE CITY OF ATLANTA CODE OF ETHICS BY CREATING A	BY COUNCILMAN JIM MADDOX		AN ORDINANCE	04 \bigcirc 2261	(Do Not Write Above This Line)	Ò
	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Action	Chair	Date	Committee	Chair Referred To	Committee
	Refer To			-		Members	Fav, Adv, Hold (see rev. side) Other	Action	Date	Committee	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Action	Chair	Date	Committee		
							MAYOR'S ACTION										•		1	CERTIFIED	- 1	☐ Consent ☐ V Vote ☐ RC Vote	□ 2nd □ 1st & 2nd □ 3rd

AN ORDINANCE

BY COUNCILMAN JIM MADDOX

04 () 2261

AN ORDINANCE TO AMEND THE CITY OF ATLANTA CODE OF ETHICS BY CREATING A NEW CODE SECTION 2-814.1 WHICH SHALL PROVIDE THAT THE REPRESENTATIVES OF THE ORGANIZATIONS COMPRISING THE MEMBERSHIP OF THE ADVISORY COMMITTEE ON INTERNATIONAL RELATIONS AS SET FORTH IN CITY CODE SECTION 2-1981 (a) (3) SHALL BE EXEMPT FROM THE FINANCIAL DISCLOSURE REQUIREMENTS CONTAINED IN CITY CODE SECTION 2-814; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, representatives of the organizations comprising the membership of the Advisory Committee on International Relations as set forth in City Code Section 2-1981 (a) (3) are selected by the respective organizations; and

WHEREAS, it is the listed organizations which comprise the membership of the committee and not a designated appointee; and

WHEREAS, service on the Committee is delegated to various staff members of these organizations depending upon the projects and tasks to be performed and such service is not vested in any particular individual;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

<u>Section 1:</u> The City of Atlanta Code of Ethics is hereby amended by creating a new code section designated as Section 2-814.1 which shall provide as follows:

The representatives of the organizations comprising the membership of the Advisory Committee on International Relations as set forth in section 2-1981 (a) (3) of this code, shall be exempt from the financial disclosure requirements contained in section 2-814 of this code.

Section2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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	Members	Members	1
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<u></u>			ED INCOME HOUSING COMMUNITY, AND FOR
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-	Action	AND	CUTE A COOPERATION AGREEMENT BY AND DNG THE CITY OF ATLANTA, FULTON COUNTY
	Date	Date	ORDINANCE AUTHORIZING THE MAYOR TO
	Committee	Committee	COUNCILMEMBER NATALYN ARCHIBONG
Consent		Referred To	DROMANIGEO NOTIFICATION HIS LINE)
Li Zna		Date Chair	04 0 2262
FINAL COUNCIL ACTION	BACING	Committee	

AN ORDINANCE

04-O-

BY COUNCILMEMBER NATALYN ARCHIBONG

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT BY AND AMONG THE CITY OF ATLANTA, FULTON COUNTY, AND THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA PERTAINING TO THE TERMS, CONDITIONS, DUTIES AND RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO THE DEVELOPMENT AND MANAGEMENT OF THE NEW COMMUNITY AT CAPITOL HOMES, A MIXED INCOME HOUSING COMMUNITY, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta, Fulton County, and The Housing Authority of the City of Atlanta, Georgia wish to enter into a "Cooperation Agreement" for The New Community at Capitol Homes, which agreement shall govern various matters involving the relationships among the parties; and

WHEREAS, The New Community at Capitol Homes is to be redeveloped as a mixed income community by private developers; and

WHEREAS, up to thirty-two percent (32%) of the multi-family dwelling units (being approximately 274 units) in The New Community at Capitol Homes will be reserved for usage by persons of low income.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

<u>Section 1</u>. The Mayor is hereby authorized to execute the Cooperation Agreement by and among the City of Atlanta, Fulton County, and The Housing Authority of the City of Atlanta, Georgia pertaining to the terms, conditions, duties and responsibilities of the parties with respect

to the development and management of The New Community at Capitol Homes, a mixed income housing community. Said Agreement shall be substantially in the form attached to this Ordinance.

<u>Section 2</u>. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby rescinded.

COOPERATION AGREEMENT

This Agreement, entered into as of this _____ day of December, 2004, by and between The Housing Authority of the City of Atlanta, Georgia (herein called the "Local Authority"), the City of Atlanta, Georgia, (herein called the "City"), and Fulton County, Georgia (herein called the "County")

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

- 1. Whenever used in this Agreement:
 - (a) The term "Eligible Housing Unit" shall mean single or multi-family dwelling units and such community facilities as may be incidental or appurtenant thereto, provided that at least twenty percent (20%) of the multi-family dwelling units located within an apartment complex shall be occupied by or held available for occupancy by low and moderate income families, as that term is defined in O.C.G.A. §8-3-3.1(3), as same may be amended from time to time.
 - (b) The term "Housing Project" shall be as defined in O.C.G.A. Section 8-3-3-(10), as same may be amended from time to time.
 - (c) The term "Payments in Lieu of Taxes" shall mean the annual payments, made by the Local Authority to the Tax Commissioner of the County in accordance with the provisions of Section 3 below, which payments shall be in lieu of real and personal property taxes and special assessments and in payment for the public services and facilities furnished from time to time, without cost or charge, by the City and/or the County for or with respect to the Project.
 - (d) The term "Persons of Low Income" shall mean persons or families who lack the income necessary (as determined by the Local Authority) to enable them, without financial assistance, to live in decent, safe and sanitary dwellings without overcrowding.
 - (e) The term "Private Enterprise Agreement" shall be as defined in O.C.G.A. Section 8-3-3(13.1), as same may be amended from time to time.
 - (f) The term "Project" shall mean the Housing Project consisting of a mixed-income multi-family rental housing community and a mixed-income home ownership component to be hereafter developed as an entity by or for the benefit of the Local Authority with financial assistance of the United States Department

of Housing and Urban Development or its successor (herein called "HUD"): The New Community at Capitol Homes. The Project shall be developed in one or more phases. The Project consists of approximately 857 onsite multi-family dwelling units, up to thirty-two percent (32%) of which (being approximately 274 dwelling units) shall be occupied by or held available for occupancy by Persons of Low Income.

- (g) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which the Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Project if it were not exempt from taxation.
- (h) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project who are Persons of Low Income for those Eligible Housing Units in the Project that are occupied or reserved for occupancy by Persons of Low Income (excluding all other income of such Project), less the cost to the Local Authority of all utilities provided to or for the benefit of such tenants who are Persons of Low Income. As referenced above in subsection 1(f) of this Agreement, up to thirty-two percent (32%) of the multi-family dwelling units in the Project shall be occupied or reserved for occupancy by Persons of Low Income.
- (i) The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.
- 2. The Local Authority shall endeavor (a) to secure a contract or contracts with HUD for grants of public monies, loans and/or annual contributions, or any combination thereof, for the Eligible Housing Units in the Project occupied by, or held available for occupancy by, Persons of Low Income (or, in the event of a change in law such that such contracts with HUD are no longer utilized, then the Local Authority shall endeavor to secure another contract concerning the grant of public monies, including, without limitation, "block" grants, loans or annual contributions of public funds, or any combination thereof, with respect to such Eligible Housing Units) and (b) to develop and administer such Project pursuant to a Private Enterprise Agreement or otherwise as may be permitted by applicable law. The obligations of the parties hereto shall apply to the Project.
 - 3. (a) Under the constitution and statutes of the State of Georgia, the property of the Local Authority is exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. The parties hereto acknowledge and agree that until such time as the Eligible Housing Units within the redeveloped Project have been completed and are ready for occupancy (as evidenced by a certificate of occupancy), the property included within the Project shall remain exempt from all such real and personal property taxes and special

assessments; thereafter, the property shall be subject to such taxes and special assessments, as and to the extent provided in this Agreement. With respect to the Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and HUD for grants of public monies, loans or annual contributions, or any combination thereof, in connection with such Project remains in force and effect (or, in the event of a change in law such that such contracts with HUD are no longer utilized, then if any contract concerning the grant of public monies, including, without limitation, "block" grants, loans or annual contributions of public funds, or any combination thereof, in connection with such Project remains in force and effect), or (iii) any bonds issued in connection with such Project or any monies due to HUD in connection with such Project remain unpaid (whichever period is the longest), the City and the County each agree that neither of them will levy or impose any real or personal property taxes or special assessments upon either (a) the Eligible Housing Units in the Project occupied or reserved for occupancy by Persons of Low Income, or (b) the Local Authority with respect to such Project, other than such taxes or assessments which are hereafter required to be imposed or levied by general law. During such period, the Local Authority shall make Payments in Lieu of Taxes in lieu of such taxes and special assessments that are not levied or imposed in accordance with the preceding sentence and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project. Notwithstanding the foregoing provisions hereof to the contrary, no Payments in Lieu of Taxes shall be payable hereunder with respect to any tax year during which the Project may be exempt from property taxes by reason of its being included within a housing enterprise zone or similar tax abatement designation; provided, further, that Payments in Lieu of Taxes shall recommence during the tax "phase-in period" of the applicable housing enterprise zone or similar tax abatement legislation, in such percentages as are payable pursuant to such legislation with respect to the housing units in the Project other than the Eligible Housing Units occupied or reserved for occupancy by Persons of Low Income.

- (b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to the lesser of (i) ten (10%) percent of the Shelter Rent actually collected during such fiscal year in respect of such Project (but in no event to exceed ten (10%) percent of the Shelter Rent charged by the Local Authority in respect of such Project during such fiscal year) or (ii) the amount permitted to be paid by the Housing Authorities Law, O.C.G.A. Section 8-3-1 et. seq., the Housing Cooperation Law, O.C.G.A. Section 8-3-150 et. seq., or other applicable State law in effect on the date such payment is made.
- (c) Each year for which Payments in Lieu of Taxes are payable pursuant to the terms hereof, the City and County shall compute the total amount of taxes,

including real property taxes, sewer taxes, bond taxes, school taxes, hospitalization taxes, and any other separate taxes, charges and assessments upon the Project (collectively, the "Taxes"), as if the Project were not exempt in part from taxation, and shall notify the Local Authority in writing of said computation, and the Local Authority shall thereupon at the time herein provided remit the Payments in Lieu of Taxes to the Tax Commissioner of the County, and the County shall promptly thereafter remit to the City the City's portion of the Payments in Lieu of Taxes, (which shall be proportionate to the amount of Taxes that would have been payable to the City but for the partial exemption of the Project therefrom). In no event shall the sum of (a) the Payment in Lieu of Taxes for any year and (b) the Taxes actually payable during such year with respect to the portion of the Project that is not exempt from Taxes pursuant to the terms hereof exceed the amount of Taxes that would have been payable to the City or County for such year if the Project was not partially exempt from Taxes pursuant to the terms hereof.

(d) Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against the Project or any assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof; provided, however, the City and County shall otherwise be entitled to pursue legal remedies in the event of a breach by the Local Authority of its obligations hereunder.

4. [Intentionally Deleted]

- 5. During the period commencing with the date of the acquisition of any part of the site or sites of the Project and continuing so long as either (i) the Project is owned by a public body or governmental agency and is used for purposes of providing Eligible Housing Units, or (ii) any contract between the Local Authority and HUD for grants of public monies, loans or annual contributions, or any combination thereof, in connection with such Project remains in force and effect (or, in the event of a change in law such that such contracts with HUD are no longer utilized, then if any contract concerning the grant of public monies, including, without limitation, "block" grants, loans or annual contributions of public funds, or any combination thereof, in connection with such Project remains in force and effect), or (iii) any bonds issued in connection with such Project or any monies due to HUD in connection with such Project remain unpaid, whichever period is the longest, the City and the County (within their respective jurisdictions and authority), without cost or charge to the Local Authority or the Persons of Low Income who are tenants of Eligible Dwelling Units in the Project (other than the Payments in Lieu of Taxes), shall:
 - (a) Furnish or cause to be furnished to the Local Authority and the tenants of Eligible Dwelling Units in the Project public services and facilities of the same character and to the same extent (it being understood, however, that the City and County shall be entitled to exercise their routine discretion in making decisions as to where to locate public facilities, and accordingly, such facilities may not serve the Project exclusively, but instead may be located in a service area including the

Project) as are furnished from time to time without cost or charge, other than through the assessment of property taxes, to other dwellings and inhabitants in the City or the County;

- (b) Insofar as the City and County may lawfully do so, vacate such streets, roads, and alleys within the area of the Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the City or the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the City and the County, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
- (c) Insofar as the City and the County may lawfully do so, (i) grant such deviations from the building code of the City or the County as are reasonable and necessary to promote economy and efficiency in the development and administration of the Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of the Project as are reasonable and necessary for the development and protection of the Project and the surrounding territory;
- (d) Accept grants of easements necessary for the development of the Project; and
- (e) Cooperate with the Local Authority by such other lawful action or ways as the City or the County and the Local Authority may find necessary in connection with the development and administration of the Project.
- 6. In respect of the Project, the City and County (within their respective jurisdictions and authority) each further agree that within a reasonable time after receipt of a written request therefor from the Local Authority:
 - (a) It will accept the dedication of all previously undedicated interior streets, roads, alleys, and adjacent sidewalks within the area of the Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, without expense to the City or County, has completed or caused to be completed the grading, improvement, paving and installation thereof in accordance with specifications acceptable to the City or the County.
 - (b) It will accept necessary dedication of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding the Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay or cause to be paid to the City or the County such amount as would be assessed against the Project site for such work if such site were privately owned); and

- (c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to the Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay or cause to be paid to the City or the County such amount as would be assessed against the Project site for such work if such site were privately owned).
- 7. If by reason of the City or County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of the Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the City and the County in respect to the Project or any other low-rent housing projects owned or operated by the Local Authority, including, without limitation, Housing Projects that may be subject to Private Enterprise Agreements.
- 8. No Cooperation Agreement heretofore entered into between the City and the County and the Local Authority shall be construed to apply to the Project covered by this Agreement.
- So long as any contract between the Local Authority and HUD for grants of public 9. monies, loans (including preliminary loans) or annual contributions, or any combination thereof, in connection with the Project remains in force and effect, or so long as any bonds issued in connection with the Project or any monies due to HUD in connection with the Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of HUD. The privileges and obligations of the City and the County hereunder shall remain in full force and effect with respect to the Project so long as (a) the Project qualifies as a Housing Project (even though the Project may be the subject of a Private Enterprise Agreement), or (b) the beneficial title to the Project (or the portion thereof that is exempt from Taxes pursuant to the terms hereof) is held by the Local Authority or by any other public body or governmental agency, including HUD, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, the Project is held by such other public body or governmental agency, including HUD, the provisions hereof shall inure to the benefit of and may be enforced by such other public body or governmental agency, including HUD.
- 10. This Cooperation Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute one and the same agreement.

[signature pages follow]

IN WITNESS WHEREOF, the City, the County and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA

(SEAL)	By: President and Chief Executive Officer
Attest:	
Assistant Secretary	

This is the signature page for the Cooperation Agreement for The New Community at Capitol Homes entered into by and between The Housing Authority of the City of Atlanta, Georgia, the City of Atlanta and Fulton County.

This is the signature page for the Cooperation Agreement for The New Community at Capitol Homes entered into by and between The Housing Authority of the City of Atlanta, Georgia, the City of Atlanta and Fulton County.

CITY OF ATLANTA, GEORGIA

(SEAL)	By: Mayor	
Attest:		
City Clerk		
Approved as to form:		
City Attorney		

This is the signature page for the Cooperation Agreement for The New Community at Capitol Homes entered into by and between The Housing Authority of the City of Atlanta, Georgia, the City of Atlanta and Fulton County.

	FULTON COUNTY, GEORGIA	
(SEAL)	By:Chairman	
Attest:		
Deputy Clerk		
Approved as to form:		
County Attorney		

	Refer To		
		Refer To	Date Referred
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			Referred To: Public Safety
			Date Referred 12/6/0니
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CERTIFIED	Date	Date	COUNCILMEMBER DEBI STARNES
☐ Consent ☐ V Vote ☐ RC Vote	Committee	Committee	AN ORDINANCE BY
Readings		Referred To	(Do Not Write Above This Line)
□ 2nd □ 1st & 2nd □ 3rd		Date	04 \cap 2263
EINAL COLINCIL ACTION	First Reading		

TO AMEND CHAPTER 106, ARTICLE II, SECTION 106-59 OF THE CODE OF ORDINANCES, CITY OF ATLANTA, GEORGIA, SO AS TO REMOVE DISTANCE REQUIREMENTS FROM CERTAIN VENUES FOR TICKET BROKERS AND OTHERS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, currently City ordinances provide that ticket brokers and original purchasers for personal use, as defined in Atlanta City §106-59, cannot offer for resale tickets to any entertainment event within 2,700 feet of any venue which seats or admits 15,000 or more persons.

WHEREAS, the City now wishes to repeal such ordinances to allow ticket brokers will be purchasers for personal use to resell tickets closer to the relative events and contests.

WHEREAS, once the City's distance requirement is repealed, ticket brokers and original purchasers for personal use will be subject to less restrictive state mandated distance requirements.

WHEREAS, state law currently prohibits ticket brokers and original purchasers for personal use from reselling tickets to events and contests within 1,500 from the venue where the events or contests are being held. O.C.G.A. §§ 43-4B-28 and 43-4B-29.

WHEREAS, state law currently exempts an original purchaser for personal use from its 1,500 foot distance requirement if they have authorization to do so from the event or contest sponsor and owner or operator of the venue where such contest or event is being held. O.C.G.A. § 43-4B-29.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

<u>Section 1</u>. That Section 106-59(b) of the Code of Ordinances of the City of Atlanta and City of Atlanta Ordinance No. 04-O-1626, Section 1, Section 106-59(b) be amended by deleting said subsections in their entirety and that Section 106-59 in both the Current Code and Ordinance No. 04-O-1626 be renumbered accordingly. The subsections to be deleted both read as follows:

(b) In accordance with O.C.G.A. §43-4B-30, it shall be unlawful for any ticket broker or person who is the original purchaser for personal use of one or more tickets to resell or offer for resale one or more tickets to any athletic contest and entertainment event within 2,700 feet of a venue which seats or admits 15,000 or more persons.

Section 2. That all ordinances or parts thereof which conflict with this ordinance are hereby repealed.

AND FOR OTHER PURPOSES PARKS, RECREATION AND CULTURAL AFFAIRS; ATLANTA, GA; TO TRANSFER APPROVED FUNDING WEST BRANCH), IN AN AMOUNT NOT TO EXCEED BORHOOD CONSERVATION TO THE DEPARTMENT OF FROM THE DEPARTMENT OF PLANNING AND NEIGH-LOCATED AT 2220 CAMPBELLTON ROAD: SW; \$500,000.00 FOR THE PURPOSE OF ASSISTING YMCA OF METROPOLITAN ATLANTA, INC, (SOUTH ENTER INTO A CONTRACTUAL AGREEMENT WITH TH AN ORDINANCE TO AUTHORIZE THE MAYOR TO IN MAKING IMPROVEMENTS TO THE PARKING LOT Referred To: Date Referred Referred To: Date Referred Referred Tes Date Referred ADVERTISE & REFER
 I of ADOPT 2nd READ & REFER □ REGULAR REPORT REPER CONSENT REPER IRSONAL PAPER BRFER P 12/6/04 / | | | | Fav, Adv, Hald (see rev. side) Pav, Adv, Hold (see rev. side) **C** Dogo Committee Referred to Committee Manha Members Refer To Actions Actions 2 1 2 Pas 9 First Reading Fav, Adv, Hald (see rev. side) Fav, Adv, Held (see rev. side) Committee Member Committee Refer To Members 2 Actions Refer To Pat Actions Chal **P □2nd** ☐Consent ☐V Vote ☐RC Vote FINAL COUNCIL ACTION **MAYOR'S ACTION** □ 1 st & 2nd CERTIFIED

□ 3rd

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE YMCA OF METROPOLITAN ATLANTA, INC. (SOUTHWEST BRANCH) IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR THE PURPOSE OF ASSISTING IN MAKING IMPROVEMENTS TO THE PARKING LOT, LOCATED AT 2220 CAMPBELLTON ROAD, SW; ATLANTA, GA; TO TRANSFER APPROVED FUNDING FROM THE DEPARTMENT OF PLANNING AND NEIGHBORHOOD CONSERVATION TO THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS ACCOUNT; AND FOR OTHER PURPOSES

WHEREAS, the City of Atlanta has received a grant from the U. S. Department of Housing and Urban Development Community Development Block Grant program, Project Number CD 03-746, in the amount of \$500,000.00 for the purpose of assisting in making improvements to the parking lot as follows: (a) clearing (b) demolition, (c) erosion control (d) site concrete, (e) installation of storm sewer, and (f) all site paving and curbing required for a parking lot and drop-off lanes; and

WHEREAS, the acceptance of these funds were authorized by legislation adopted by the Council of the City of Atlanta on May 19, 2003 and approved by the Mayor on May 27, 2003; and

WHEREAS, this project will be administered by the Department of Parks, Recreation and Cultural Affairs as a pass-through grant to the YMCA of Metropolitan Atlanta, Inc., funds allocated for this project shall be transferred from Service Grant account number: 1B01 529002 Y46P1031A23A to the Department of Parks, Recreation and Cultural Affairs account number 1B01 529002 N12D11I4A23A; and

WHEREAS, the YMCA of Metropolitan Atlanta, Inc. shall be responsible for the day to day construction management of this project; and

WHEREAS, the YMCA of Metropolitan Atlanta, Inc. shall be responsible for any and all costs above the approved grant award.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor be and is hereby authorized to enter into a Contractual Agreement with the YMCA of Metropolitan Atlanta, Inc, (Southwest Branch), in an amount not to exceed the approved grant award of \$500,000.00 to be paid from account number 1B01 529002 N12D11I4A23A, for the purpose of assisting in the development of the parking lot at its facility located at 2220 Campbellton Road, SW; Atlanta, GA.

SECTION 2: That services for this project shall be charged to and paid from account numbers as follows:

TRANSFER FROM ANTICIPATION

1B01 Y46P1031A23A 2003 CDBG Program – Housing

Rehabilitation Administration

YMCA of Metropolitan Atlanta, Inc.

(Southwest Branch)

631101 Service Grants \$500,000.00

TRANSFER TO ANTICIPATION

1B01 N12D11I4A23A Department of Parks, Recreation and Cultural

Affairs - YMCA of Metropolitan Atlanta, Inc.

(Southwest Branch)

729002 Facilities Other Than Buildings \$500,000.00

Total:

\$500,000.00

TRANSFER FROM APPROPRIATIONS

1B01 Y46P1031A23A 2003 CDBG - SW YMCA Expansion

729002 Service Grants \$500,000.00

TRANSFER TO APPROPRIATIONS

1B01 N12D11I4A23A Department of Parks, Recreation and Cultural

Affairs -YMCA of Metropolitan Atlanta, Inc.

(Southwest Branch)

774001 Facilities Other Than Buildings \$500,000.00

Total: \$500,000.00

SECTION 3: That the YMCA of Metropolitan Atlanta, Inc. shall agree to be contractually bound by the conditions set forth by the City of Atlanta and the Department of Housing and Urban Development, Community Development Block Grant Program.

SECTION 4: That the YMCA of Metropolitan Atlanta, Inc. shall agree to indemnify the City of Atlanta from any financial obligations arising from the expenditure of these grant funds.

<u>SECTION 5:</u> That this agreement shall not become binding on the City and the City shall incur no liability upon same until such grant agreement has been executed by the Mayor and delivered to the YMCA of Metropolitan Atlanta, Inc. (Southwest Branch).

SECTION 6: That the City Attorney be and is directed to prepare an appropriate contractual agreement for execution by the Mayor to be approved by the City attorney as to form.

SECTION 7: That all Ordinances or parts of Ordinances herewith are repealed.

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			Referred To: City Utilities	
			Date Referred 12/6/04	
	Members	Members	PERSONAL PAPER REFER	
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MAYOR'S ACTION	Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)	REGULAR REPORT REFER ADVERTISE & REFER	•
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	Chair	Chair	ECTING ORDINANCE 04-O-1503 WHICH	CORRE
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04 0 2266

BY CONCIL MEMBER HOWARD SHOOK

CORRECTING **ORDINANCE** 04-O-1503 WHICH AMENDED THE 2004 (2001 WATER AND WASTEWATER BOND FUND) BUDGET TO MONIES IN PLACE TO FUND THE CONSTRUCTION OF THE INITIAL SEWER SEPARATION PORTION AND WATER MAIN REPLACEMENT OF THE MCDANIEL COMBINED SEWER SEPARATION PROJECT; AND FOR OTHER PURPOSES.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1: That Section 1 of Ordinance 04-O-1503 is amended by inserting the correct project center for the McDaniel Separation Water Main Replacement Project for Council District 4 and the legislation shall read as follows:

TRANSFER FROM APPROPRIATIONS

2J27 T11001 2001 water and Wastewater Bond Fund

791001 Reserve for Appropriations

\$18,130,000.00

TRANSFER TO APPROPRIATIONS

2J27 Q38I0265J9999 McDaniel Combined Sewer Separation

774001 Facilities other than Buildings

\$10,300,000.00

2J27 O65J08209999 McDaniel Separation Water Main Replacement

774001 Facilities other than Buildings

\$7,830,000.00

TOTAL

\$18,130,000.00

SECTION 2: That all ordinances and parts of ordinances in conflict herewith be and are hereby waived.





AN AMENDED ORDINANCE BY CITY UTILITIES COMMITTEE

04-O-1503

Amending the 2004 (2001 Water and Wastewater Bond Fund) Budget in the amount of Eighteen Million One Hundred Thirty Thousand Dollars (\$18,130,000.00) for the construction of the initial sewer separation portion and water main replacement of the McDaniel Combined Sewer Separation Project and for other purposes.

WHEREAS, the McDaniel Combined Sewer Separation Project is a Consent Decree Project and is a component of the refined Authorized Combined Sewer Overflow (CSO) Remedial Measures Plan; and

WHEREAS, only the design and engineering services have been funded thus far; and

WHEREAS, funds are needed for the construction of the initial sewer separation portion and water main replacement of this project; and

WHEREAS, the purposes of this project are to separate the combined sewers into separate sanitary sewers and storm sewers and to replace water mains in the McDaniel CSO basin; and

WHEREAS, the separation of the sewers will reduce the size of the combined sewerage storage for the East Area CSO and eliminate a CSO facility; and

WHEREAS, the final design of this project is forecasted for completion on September 17, 2004; and

WHEREAS, funding is needed for the first year of this project prior to the 2004 bond sale.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA as follows:



<u>Section 1</u>: That the 2004 (2001 Water and Wastewater Bond Fund) Budget be and is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

2J27 T11001 791001

2001 Water and Wastewater Bond Fund

Reserve for Appropriations

\$18,130,000.00

TRANSFER TO APPROPRIATIONS

2J27 Q38I02659999

McDaniel Combined Sewer Separation

774001

Facilities Other Than Buildings

\$10,300,000.00

2J27 Q65J08109999

774001

McDaniel Separation Water Main Replacement

Facilities Other Than Buildings

7,830,000.00

Total

\$18,130,000.00

Section 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

A true copy,

ADOPTED as amended by the Council APPROVED by the Mayor

SEP 20, 2004 SEP 28, 2004

Municipal Clerk, CMC

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Referred To:	Date Referred	Refferred To:	Date Referred	Referred To: City Utilities	Date Referred 12/6/04		D 1st ADOPT 2nd READ & REFER		D CONSENT REFER					HER PURPOSES.	IUE ITS WORK UNTIL JUNE 30, 2005; AND	TTEE (TELEPAC) FOR NINETY (90) DAYS	OMMUNICATIONS POLICY AND ADVISORY	STING THAT RESOLUTION 04-R-0433	CLAIR MULLER	JNCIL MEMBERS HOWARD SHOOK &	-	DLUTION (Do Not Write Above This Line)	04 尺 2267	
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							MATOROGO	MAYOR'S ACTION												CERTIFIED		□ Consent □ V Vote □ RC Vote	□ 2nd □ 1st & 2nd □ 3rd	FINAL COUNCIL ACTION

11 SUL 04 R 2267

A RESOLUTION

BY COUNCIL MEMBERS HOWARD SHOOK & CLAIR MULLER

REQUESTING THAT RESOLUTION 04-R-0433 WHICH ESTABLISHED THE TELECOMMUNICATIONS POLICY AND ADVISORY COMMITTEE (TELEPAC) FOR NINETY (90) DAYS BE EXTENDED TO ALLOW THE COMMITTEE TO CONTINUE ITS WORK UNTIL JUNE 30, 2005; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA as follows:

SECTION 1: That Resolution 04-R-0433 is hereby amended to extend the existence of the Telecommunications Policy and Advisory Committee (TelePAC) from a ninety (90) day timeframe to submit its final report to a time certain date of June 30, 2005.

SECTION 2: That all resolutions and parts of resolutions in conflict herewith be and the same are hereby waived.

CITY COUNCIL ATLANTA, GEORGIA

04-R-0433

A RESOLUTION
BY COUNCILMEMBERS HOWARD SHOOK & CLAIR MULLER
AS AMENDED BY CITY UTILITIES COMMITTEE

A RESOLUTION ESTABLISHING A TELECOMMUNICATIONS POLICY AND ADVISORY COMMITTEE (TELEPAC) FOR THE PURPOSE OF REVIEWING CITY POLICY SO AS TO ADVISE THE MAYOR AND CITY COUNCIL ON MAXIMIZING THE USE OF TELECOMMUNICATION TECHNOLOGY AND PROGRAMS SO AS TO BENEFIT THE PUBLIC'S HEALTH, SAFETY AND WELFARE; AND FOR OTHER PURPOSES.

WHEREAS, technological innovations are making a variety of new audio, video and data transfer telecommunications technologies available; and

WHEREAS, many existing and new telecommunications systems require the placement of facilities under, on, and over the City streets and on both private and public structures to provide telecommunications services to subscribers and users; and

WHEREAS, substantial public concern has been raised as to the appropriateness of the City's approval process for these requests; and

WHEREAS, the increased number of telecommunications suppliers seeking to locate these facilities in the streets increases burdens on the physical infrastructure of the streets, as well as increasing the administrative work load of various City agencies in evaluating the impact of these facilities; and

WHEREAS, in order to manage these increased burdens, the City must expand its planning for the use of the streets, foster public/private cooperation, ensure that the public receives fair compensation for ongoing and comprehensive use of public property by private entities, and ensure that the City's regulations regarding the use of the streets are adequate to protect the health, safety and welfare of City residents and that administrative costs are covered; and

WHEREAS, within the limits of preemptive federal and/or state law, the City should do every thing possible to promote open and fair competition among telecommunications providers within the City; to ensure that new telecommunications services are made available to City of Atlanta residents and businesses on a fair and nondiscriminatory basis; to ensure that the principle of universal access to telecommunications services is upheld within the City; to ensure that public, education, and government access to video programming channels is preserved; to promote the safe and efficient use of the streets by telecommunications providers; to ensure that new telecommunications technologies do not interfere with the City emergency communications systems; to ensure that public receives fair compensation for the use of the public rights-of-way and the costs of approving and, if necessary, monitoring the various devices sought to be installed by telecommunications providers; and to ensure that the City itself has access to telecommunications services which improve public safety, public access to government and the efficient delivery of public information and services.

WHEREAS, in light of the developments and circumstances described above, it is necessary and appropriate for the City of Atlanta to promote the public health, safety and general welfare of its citizens by creating the Telecommunications Policy and Advisory Committee, also known as TelePAC.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

SECTION 1: That there is hereby established a nine (9) member Telecommunications Policy and Advisory Committee (TelePAC) which shall be appointed as follows:

- a. Two (2) members shall be appointed by the Mayor;
- b. Four (4) members shall be appointed by Council: One (1) by the President of Council, and one (1) from each of the three (3) Post/District Council groupings;
- c. One (1) member shall be appointed by the Atlanta Planning Advisory Board;
- d. One (1) member shall be appointed by the Atlanta Regional Commission;
- e. One (1) member shall be appointed by the Metro Atlanta Chamber of Commerce.

SECTION 2: The TelePAC shall serve as an advisory body to the Mayor and City Council, and shall submit a report on the current status of and opportunities to improve City policy regarding areas including but not limited to:

- a. The operation and function of public, educational, and government access channels;
- b. The cable and telecommunications right-of-way franchise agreements;
- c. The negotiation or renegotiation of any cable and/or telecommunications franchise agreements;
- d. Advances in the field of telecommunications with potential City benefit;
- e. Recommendations regarding the use and occupation of the public rights-of-way for installation of telecommunications facilities;
- f. Recommendations regarding the deployment of new technologies within the City that would maximize the availability of telecommunications services.

SECTION 3: The TelePAC shall submit their final report to the Mayor and City Council within ninety (90) days, unless said deadline is extended by Council approval.

<u>SECTION 4:</u> That upon this resolution becoming law, the Municipal Clerk shall immediately notify the officials and boards directed to appoint members of the TelePAC of the adoption of this legislation, and request the selection of members within two weeks following such notification.

SECTION 5: That the TelePAC shall be considered disbanded after submittal of its final report.

<u>SECTION 6</u>: That all resolutions and parts of resolutions in conflict herewith are and the same is hereby waived.

A true copy,

Chanda Daughin Johnson

Municipal Clerk, CMC

ADOPTED as amended by Council RETURNED WITHOUT SIGNATURE OF THE MAYOR APPROVED as per City Charter Section 2-403

March 15, 2004

March 24, 2004

			Referred Io:
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			Date Referred
			Referred To: City Utilities
			Date Referred 12/6/04
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MAYOR'S ACTION	Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other	
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	Date	Date	
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			AMOUNT OF SIXTEEN MILL
	Members	Members	
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AN ORDINANCE TO ESTABLISH THE WATER AND WASTEWATER SPECIAL ONE PERCENT SALES AND USE TAX FUND AND TO ANTICIPATE AND 2004 PROCEEDS FROM APPROPRIATE SPECIAL ONE WATER AND WASTEWATER PERCENT SALES AND USE TAX FOR THE YEAR 2004 IN THE AMOUNT OF SIXTEEN MILLION AND **FOR OTHER** (\$16,000,000); **DOLLARS** PURPOSES.

WHEREAS, State of Georgia House Bill 709 passed authorizing the City of Atlanta to call for the imposition of a Special One Percent Sales and Use Tax; and

WHEREAS, On May 7, 2004, the Atlanta City Council adopted and the Mayor approved Resolution 04-R-0884 calling for a referendum to impose a Special One Percent Sales and Use Tax to fund water and wastewater projects and costs, to call an election to determine the imposition or non-imposition of the sales and use tax, to specify the aggregate maximum cost of such projects and maintenance and operation costs in the amount of \$750 million and to specify the maximum period of time for the sales and use tax; and

WHEREAS, on July 20, 2004, the voters of the City of Atlanta approved the imposition of a Special One Percent Sales and Use Tax for the purpose of funding water and wastewater projects and costs; and

WHEREAS, the Andrew Young School of Policy Studies of Georgia State University has estimated the Special One Percent Sales and Use Tax to generate approximately \$84.6 million in revenue for the year 2005 to be used for water and wastewater projects and costs; and

WHEREAS, the revenues generated and received from the Special One Percent Sales and Use Tax shall be applied to reduce the City's water and wastewater rate structure on a dollar for dollar basis; and

WHEREAS, it is necessary to establish a new fund to anticipate the revenue and appropriate the expenditures to be associated with the Special One Percent Sales and Use Tax for the year 2004; and

WHEREAS, the anticipations and appropriations of the Special One Percent Sales and Use Tax for the year 2005 will be a part of the annual budget process; and

WHEREAS, the Budget Commission of the City of Atlanta recommends receipt of \$16 million from the collection of the Special One Percent Sales and Use Tax for the year 2004 which will represent collections for the months of October through December 2004.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA THAT:

<u>Section 1</u>: That the 2004 Special One Percent Sales and Use Tax Fund Budget be hereby created.

<u>Section 2</u> That the 2004 (Special One Percent Sales and Use Tax) Fund Budget be hereby amended as follows:

ADD TO ANTICIPATIONS

2J31 B00001 612501

Special One Percent Sales and Use Tax Fund

Sales and Use Tax

\$16,000,000.00

TOTAL

\$16,000,000.00

ADD TO APPROPRIATIONS

2J31 T31001 791001 Unallocated Fund Wide Expenses

Reserve For Appropriation

\$16,000,000.00

TOTAL

\$16,000,000.00

<u>Section 2</u>: That all ordinances or parts of ordinances in conflict herewith be and are hereby waived.

			Referred To:
	Refer To	Refer To	Date Referred
			Refferred To:
			Date Referred
			Referred To: City Utilities
			Date Referred 12/6/04
	Members	Members	PERSONAL PAPER REFER
MAYOR'S ACTION	Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other	REGULAR REPORT REFER ADVERTISE & REFER ADVERTISE & REFER
	Chair	Chair	CONSENT REFER
	Date	Date	
	Committee	Committee	
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			PURPOSES.
			OF ATLANTA; AND, FOR
	Members	Members	
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A RESOLUTION BY COUNCILMEMBER | Slund & Debi Staines

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENCROACHMENT AGREEMENT FOR WITH THE GEORGIA NON-CONFORMING USES WORLD CONGRESS CENTER, AN ENTITY OF THE GEORGIA, FOR THE INSTALLATION OF STATE OF CAMPUS IDENTIFICATION EMBELLISHMENT SIGNS SURROUNDING THE GEORGIA WORLD CONGRESS CENTER CAMPUS IN THE CITY OF ATLANTA: AND FOR OTHER PURPOSES

WHEREAS, the Georgia World Congress Center, as part of its "Loop Road" Signage Improvement Project, desires to make improvements to the Georgia World Congress Center campus, consisting of the installation of campus identification signs and related identification amenities (the "Project"); and

WHEREAS, Georgia World Congress Center desires to construct and install on its campus, as part of the Project, certain elements that will encroach into the City of Atlanta Rights-of-Way, consisting of existing and newly constructed utility poles supporting attached identification embellishments (collectively, the "Encroachments") surrounding the World Congress Center campus, said locations being more fully described and shown on Exhibit A attached hereto and incorporated herein by reference (the "Encroachment Area(s)"); and

WHEREAS, Georgia World Congress Center desires to obtain from the City of Atlanta an agreement for the construction, installation, maintenance, repair and replacement of the Encroachments into, and the presence and existence of the Encroachments in, the Encroachment Areas; and

WHEREAS, Georgia World Congress Center is requesting this permanent construction and maintenance agreement to accomplish the tasks identified above; and

WHEREAS, the City of Atlanta's Code of Ordinances, Section 138, Article II, requires a Right-of-Way Encroachment Agreement for non-conforming uses for the construction and operation of private structures or properties that encroach into and within the public right-of-way for which there is not an applicable agreement; and

WHEREAS, The Commissioner of the Department of Public Works has reviewed the plans for the Right-of-Way Encroachments and has determined that the work will not adversely impact the ability of the affected Rights-of-Way to handle vehicular or pedestrian traffic or otherwise to perform its intended public function.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

- Section 1. The Mayor is authorized to enter into an Encroachment Agreement for Nonconforming Uses, as outlined Section 138, Article II, of the City's Code of Ordinances, with Georgia World Congress Center, for the installation of the Encroachments, in a form and pursuant to conditions determined by the Commissioner of the City's Department of Public Works and the City Attorney, to be desirable, appropriate and in the best interests of the City of Atlanta for this transaction.
- Section 2. That the City Attorney is directed to prepare an Encroachment Agreement for Non-Conforming Uses in accordance with Section 138, Article II, of the City's Code of Ordinances.
- Section 3. That the Encroachment Agreement for Non-Conforming Uses will not become binding upon the City and City will incur no liability under it until the Mayor has executed it, attested to by the Municipal Clerk and delivered to Georgia World Congress Center.

After Recording	Return To:

ENCROACHMENT AGREEMENT FOR NON-CONFORMING USES

This AGREEMENT ("Agreement") is entered into as of the ______ day of ______, 2004, between CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia ("CITY"), and Georgia World Congress Center Authority, an entity of the State of Georgia, ("ENCROACHING PARTY").

BACKGROUND:

Whereas, ENCROACHING PARTY, as part of its "Loop Road" Signage Improvement Project, desires to make improvements to the Georgia World Congress Center Authority campus and surrounding areas, consisting of the installation of campus identification signs and related identification amenities (the "Project"); and

Whereas, ENCROACHING PARTY, desires to construct and install on the Georgia World Congress Center Authority campus and surrounding areas, as part of the Project, certain elements that will encroach into the CITY Rights-of-Way consisting of existing and newly constructed utility poles supporting attached identification embellishments, (collectively, the "Encroachments") surrounding the Georgia World Congress Center Authority campus, said locations being more fully described and shown on Exhibit A attached hereto and incorporated herein by reference (the "Encroachment Area(s)"); and

Whereas, ENCROACHING PARTY desires to obtain from CITY an agreement for the construction, installation, maintenance, repair and replacement of the Encroachments into, and the presence and existence of the Encroachments in, the Encroachment Areas; and

Whereas, ENCROACHING PARTY is requesting this permanent construction and maintenance agreement to accomplish the tasks identified above; and

Whereas, CITY's Code of Ordinances, Section 138, Article II, requires a Right-of-Way Encroachment Agreement for non-conforming uses for the construction and operation of private structures or properties that encroach into and within the public right-of-way for which there is not an applicable agreement; and

Whereas, the Council of CITY has authorized the Mayor, by Resolution, to enter into an Encroachment Agreement for Non-Conforming Uses with ENCROACHING PARTY, allowing it to install and construct certain structures or properties that encroach into and within the public right-of-way;

Accordingly, CITY and ENCROACHING PARTY agree as follows:

1. Public Benefit of Encroachments. In the opinion of the Commissioner of CITY's Department of Public Works, the construction, installation, operation, use and maintenance of

- the Encroachments (the Encroachments may also be referred to as the "Work") extending into the Encroachment Area, as shown on the attached <u>Exhibit A</u>, will constitute a benefit to the public.
- 2. **Grant Of Rights In Encroachment Area.** CITY grants to ENCROACHING PARTY the right to construct, install, operate, use, repair and maintain the Work within the Encroachment Areas, as shown on the attached Exhibit A. The Commissioner of Public Works has reviewed the plans and has determined that the Work will not adversely impact the ability of the affected Rights-of-Way to handle vehicular or pedestrian traffic or otherwise to perform its intended public function. Accordingly, ENCROACHING PARTY shall not construct, install, operate, use, repair and maintain any Work within the Encroachment Areas not listed on the attached Exhibit A.
- 3. Agreement Is Condition Precedent To Permitting Process. In addition to ENCROACHING PARTY satisfying all other applicable legal, administrative or other requirements, the execution of this Agreement by ENCROACHING PARTY is a condition precedent to CITY considering issuing a permit for constructing, installing, operating, using, repairing and maintaining the Work within the Encroachment Area, and that this Agreement will bind ENCROACHING PARTY, the owners of the property abutting the affected Rights-of-Way, and their successors in title in perpetuity or until the Agreement is terminated or otherwise expires.
- 4. Plans, Calculations and Technical Specifications. All alterations, excavations or encroachments permitted on, in, over, under or within the Encroachment Area(s) must be pursuant to plans, calculations, and technical specifications prepared by a professional engineer licensed to practice in the State of Georgia, and approved by the Commissioner of CITY's Department of Public Works, pursuant to the standards set forth in or promulgated under Chapter 138 of CITY's Code of Ordinances and, when applicable, all other appropriate legal requirements or administrative rules, including, but not limited to, the standards of Georgia Department of Transportation or the Federal Highway Administration, or any other governmental agency having jurisdiction over the Right-of-Way or Encroachment Area(s).
- 5. Public Liability Insurance. ENCROACHING PARTY, an entity of the State of Georgia, is prohibited by law from indemnifying any party. Accordingly, ENCROACHING PARTY agrees that it will require any contractors who perform the work contemplated herein to indemnify and hold CITY harmless from all claims arising out of the use of the Encroachment Area(s) and the construction, maintenance, or removal of the Work in the Encroachment Area(s), and to maintain a policy of public liability insurance, at no expense to CITY, satisfactory to CITY and naming CITY as an additional named insured, in an amount approved by CITY's Risk Manager.
- 6. Removal From And Restoration Of Encroachment Area and Right-of-Way. ENCROACHING PARTY agrees to remove all Encroachments and other structures constructed or installed by it or on its behalf within the Encroachment Area(s), and to replace any area beneath and including the Rights-of-Way where the Encroachments and other structures were constructed or installed by it or on its behalf, to a condition satisfactory to CITY within thirty (30) days after being notified to do so by the Commissioner of CITY's Department of Public Works, without cost to CITY, and to provide security, including a payment bond and/or performance bond, if requested at that time to do so by the City, to ensure that the facilities constructed and installed in the Encroachment Area are removed and backfilled and the Encroachment Area(s) and Rights-of-Way returned to a condition

satisfactory to the Commissioner of CITY's Department of Public Works, without cost to CITY.

- 7. Removal Of Utilities And Facilities From Encroachment Area; Public Safety And Efficiency Considerations. ENCROACHING PARTY agrees to remove all Work from the Encroachment Area(s) without cost to CITY if the Commissioner of CITY's Department of Public Works determines that removal is required for the safe and efficient use of the Rights-of-Way by the public. CITY may therefore, upon written request to ENCROACHING PARTY, require removal of any portion of Work existing in the public Rights-of-Way when the removal is necessary to maintain the health, safety, or welfare of the public or to improve or maintain the public Rights-of-Way for transportation uses.
- 8. Removal Of Utilities And Facilities From Encroachment Area; Structural or Property Deterioration. ENCROACHING PARTY agrees to remove all Work from the Encroachment Area(s) without cost to CITY if the Commissioner of CITY's Department of Public Work determines that removal is required when the Work ceases to have continuous use, has a change in the type or degree of use, or if the structural or functional soundness of the Work deteriorates due to lack of maintenance, damage by fire, flood, wind, or other act of God. CITY shall have the right and duty to require the removal of any Work thus affected.
- 9. Compliance With CITY's Code Of Ordinances. ENCROACHING PARTY agrees at all times during the term of this Agreement to comply with all of the terms of CITY's Code of Ordinances applicable to this Agreement, including, but not limited to Chapter 138, provided that such ordinance is not in conflict with the State constitutional or legislative provisions governing the ENCROACHING PARTY
- 10. Compliance With Applicable Law; Reparation Of Facilities And Utilities. ENCROACHING PARTY agrees to conduct all activities within the Encroachment Area(s) and Rights-of-Way in accordance with all applicable local, state, and federal rules, regulations, and standards. ENCROACHING PARTY agrees to maintain the private utilities and facilities installed and constructed in the Encroachment Area(s) in good condition, and will require its contractors to repair any damage to any City facilities caused by the contractor, and any public or private utilities, If CITY determines that the condition of the Work installed and constructed by ENCROACHING PARTY in the Encroachment Area(s) present an imminent danger to life or property of the public, CITY may undertake all reasonable measures to protect life or property of the public, and the expense of those measures will be borne by ENCROACHING PARTY.
- 11. Reimbursement Of Damages To CITY. ENCROACHING PARTY agrees to require its contractors to repair any damage to the Rights-of-Way or Encroachment Area(s) resulting from the contractors' use of the Encroachment Area(s) or the construction, installation, maintenance, repair or use of the utility facilities in the Encroachment Area(s) and will require contractors to reimburse CITY for any damages to the Rights-of-Way or Encroachment Area(s) resulting from the contractors' use of the Encroachment Area(s) or the construction, installation, maintenance, repair or use of the Work in the Encroachment Area(s).
- 12. Application Fee and Annual Rental. CITY grants to ENCROACHING PARTY the right to schedule construction and installation of the Work within the Encroachment Areas in separate phases, subject to the limits of Paragraph 2 of this Agreement. ENCROACHING PARTY agrees to pay to CITY, in advance of construction and or installation of each phase

of any Work within the Encroachment Areas, a one-time application fee of \$100.00 per individual Encroachment. In addition, ENCROACHING PARTY agrees to pay to CITY an annual rental fee of \$25.00 per individual Encroachment installed. The payment of the application fee is condition precedent to the entry of this Agreement.

- 13. **Semi-Annual Inspection.** ENCROACHING PARTY agrees to provide a- semi-annual inspection of all WORK constructed and installed in the Encroachment Area(s) to ensure that the same is in a safe and suitable condition for public use and travel, and to provide to CITY a written report within 30 days of inspection.
- 14. **Non-Exclusivity Of Agreement.** This Agreement is not exclusive and does not negate any past, present, or future agreement that CITY may enter into with any other utility owner or provider for use of the Rights-of-Way.
- 15. Notices.
 - 15.1. Addresses: CITY and ENCROACHING PARTY agree that all notices, demands, and requests required under this Agreement must be in writing and sent to CITY or to ENCROACHING PARTY addressed as follows:

TO THE CITY: Commissioner

City of Atlanta, Department of Public Works

55 Trinity Avenue, S.W. Atlanta, Georgia 30303

TO ENCROACHING PARTY: Georgia World Congress Center Authority

Executive Director

285 Andrew Young International Boulevard

Atlanta, Ga. 30313

- 15.2. **Delivery.** All notices given by either party to the other under this Agreement must be in writing and may be delivered by:
 - 15.2.1. regular mail, first class, postage prepaid;
 - 15.2.2. certified or registered mail;
 - 15.2.3. facsimile, with a hard copy sent within 24 hours of transmission by one of the other permitted delivery means; or
 - 15.2.4. hand-delivery, to the parties at the addresses and facsimile numbers specified in the Clause titled "Addresses".
 - 15.3 **Receipt.** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party.
- 15.4 Change of Address or Facsimile Number. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party

of the change.

- 16. **Default and Termination of Agreement.** If ENCROACHING PARTY defaults in its performance of this Agreement, and fails to cure the default within thirty (30) days of CITY's written notice to ENCROACHING PARTY of the default [or if such default is not capable of being cured within thirty (30) days], ENCROACHING PARTY has not commenced curing the default and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by CITY upon 5 days prior written notice to ENCROACHING PARTY. Upon termination of this Agreement by CITY, ENCROACHING PARTY must remove all utility facilities and other structures constructed or installed by it or on its behalf within the Encroachment Area(s) and replace any area beneath, and including, the Right-of-Way where the facilities and other structures were constructed or installed by it or on its behalf within the Encroachment Area in accordance with this Agreement.
- 17. **Parties Bound.** This Agreement will be binding upon and inure to the benefit of CITY and ENCROACHING PARTY and their respective permitted successors, successors in title and assigns.
- 18. **Governing Law.** This Agreement will be construed under Georgia law. ENCROACHING PARTY and CITY fix jurisdiction and venue for any action brought with respect to this Agreement in Fulton County, Georgia.
- 19. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in the Agreement, will be of any force or effect.

EXHIBIT "A"

LOCATIONS:

GEORGIA WORLD CONGRESS CENTER AUTHORITY "LOOP ROAD" SIGNS IN CITY OF ATLANTA RIGHT-OF-WAY

ALL SIGNS WILL BE 42" WIDE x 60" TALL BLACK ALUMINUM WITH WHITE VINYL GRAPHICS

"BLUE LOOP ROAD" SIGNS

- #1 south side of Jones Avenue at its intersection with Simpson Street.
- #2 south side of Jones Avenue across from the GWCC Marshalling Yard.
- #3 south side of Jones Avenue near the intersection with Marietta Street.
- #4 south side of Alexander Street near the intersection with Luckie Street.
- # 5 southwest corner of the intersection of Centennial Olympic Park (Techwood) Drive and West Peachtree Place.
- # 9 east corner of the intersection of Centennial Olympic Park Drive and Marietta Street.
- # 10 north corner of the intersection of Centennial Olympic Park Drive and Andrew Young International Boulevard.
- # 12 north side of Martin Luther King Drive near Mt. Vernon Baptist Church.
- # 14 northwest corner of the intersection of Centennial Olympic Park Drive and Martin Luther King Drive.
- # 20 west side of Marietta Street next to the GWCC Green Parking lot.
- #21A west side of Marietta Street next to the Omni Hotel Tower.

"ORANGE LOOP ROAD" SIGNS

- #1 northwest corner of the intersection of Alexander Street and McAfee Street.
- #2 northwest corner of the intersection of Alexander Street and Marietta Street.
- #3 northeast corner of the intersection of Marietta Street and Jones Avenue.
- #4 east side of Marietta Street just south of the intersection with Jones Avenue.
- #5 east side of Marietta Street just south of the intersection with Simpson Street.
- #6 north side of Jones Avenue next to the GWCC Marshalling Yard.
- #7 north side of Simpson Street near its intersection with Jones Avenue.
- # 14 north side of Martin Luther King Drive near the intersection with Centennial Olympic Park Drive.
- # 15 north side of Andrew Young International Boulevard next to the Holiday Inn.
- # 16 northwest corner of the intersection of Williams Street and Alexander Street.
- # 17 north side of Alexander Street midway between Williams Street and Centennial Olympic Park (Techwood) Drive.
- # 18 northwest corner of the intersection of Alexander Street and Centennial Olympic Park (Techwood) Drive.

CITY:	ENCROACHING PARTY:
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COMMISSIONER, DEPARTMENT OF PUBLIC WORKS	CITY ATTORNEY
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A RESOLUTION

BY COUNCILMEMBER FELICIA MOORE,

04 R2270

A RESOLUTION EXPRESSING THE POSITION OF THE ATLANTA CITY COUNCIL TO NOT ACCEPT OR CONSIDER ANY RECOMMENDATIONS FROM THE BOARD OF DIRECTORS OF THE PIEDMONT PARK CONSERVANCY REGARDING THE PIEDMONT PARK EXPANSION PLAN UNTIL THE BOARD HAS VOTED ON THE EXPANSION PLAN IN AN OPEN PUBLIC MEETING.

Whereas, on November 18, 2004, the Board of Directors of the Piedmont Park Conservancy, voted to ratify the recommendation of the Citizen's Advisory Committee regarding the Piedmont Park Expansion Plan; and

Whereas, the Board's vote was taken in a non-public forum; and

Whereas, the proposed Expansion Plan has an enormous impact on Piedmont Park including the construction of a 500 space parking deck; and

Whereas, the enormity of the public impact of the Expansion Plan requires that all of the Board's deliberations and actions, be conducted in a public forum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA, as follows:

It is the position of the Atlanta City Council that the Council will not accept or consider any recommendations from the Board of Directors of the Piedmont Park Conservancy regarding the Piedmont Park Expansion Plan until the Board has voted on the Expansion Plan in an open public meeting.

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CITY COUNCIL ATLANTA, GEORGIA 04 0 2271

AN ORDINANCE BY COUNCILMEMBER

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ATLANTA AND THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY ALVIN DRIVE TO THE NORTH, RUTH STREET TO THE SOUTH, NORTH STREET TO THE EAST, AND PROPERTIES FRONTED BY GUN CLUB ROAD TO THE WEST, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.

WHEREAS, many of the undeveloped R-5 parcels are located in neighborhoods which are predominately single-family; and

WHEREAS, the residents of Neighborhood Planning Unit G which is partially located in Council District 9 have expressed concern over the effects of the construction of new duplexes in single family neighborhoods; and

WHEREAS, it is the best interest of the health safety and welfare of the citizens of the City of Atlanta that all reasonable efforts be made to encourage and support the preservation and development of single family neighborhoods, and

BE IT ORDAINED THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

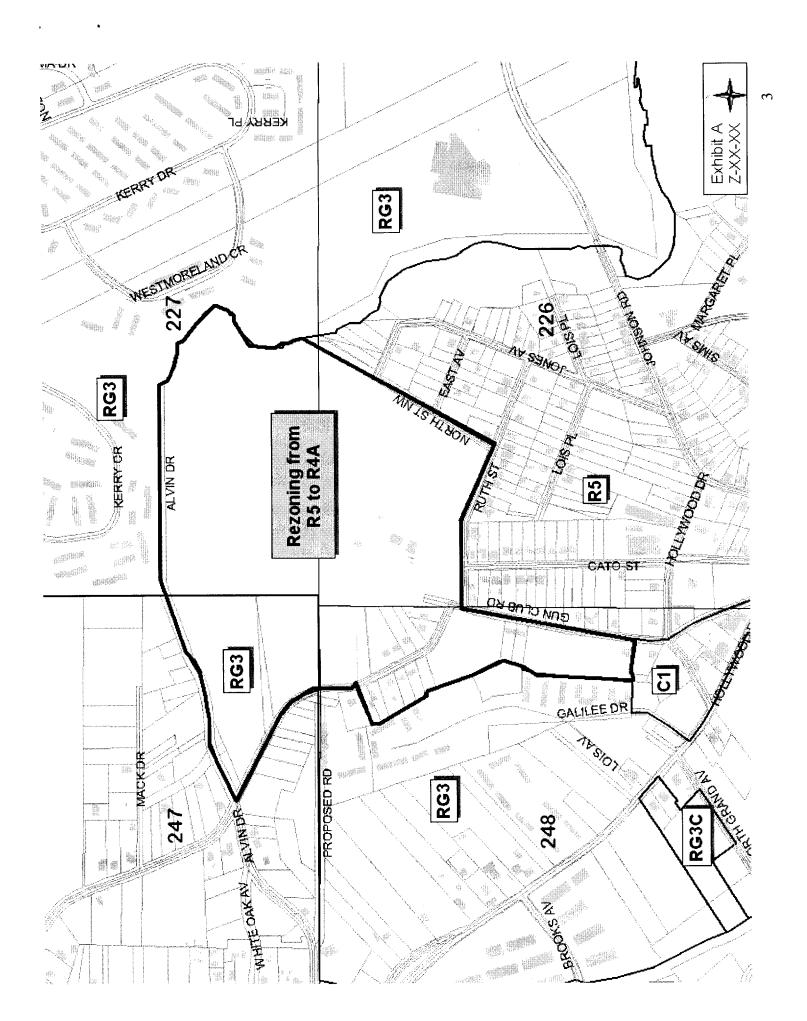
SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property bounded by Alvin Drive to the north, Ruth Street to the south, North Street to the east, and properties fronted by Gun Club Road to the west, be changed from R-5 (Two-Family Residential) zoning classification to R-4A (Single-Family Residential) classification to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots **226**, **227**, **247**, **248** of the **17**th District, **Fulton** County, Georgia, being more particularly described by the attached map (Exhibit A).

SECTION 2. If this amendment is approved under the provisions of Section 16-02.003 of the Zoning Ordinance of the City of Atlanta, entitled, "Conditional Development", as identified by the use of the Suffix "C" after the district designation in Section 1 above, the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the attached conditions. Any

conditions hereby approved (including any conditional site plan) do not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



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CITY COUNCIL ATLANTA, GEORGIA

AN ORDINANCE
BY COUNCILMEMBER FELICIA A. MOORE

04 0 2272

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ATLANTA AND THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY PROPERTIES FRONTED BY GUN CLUB ROAD TO THE NORTH AND NORTHEAST, ALVIN DRIVE TO THE SOUTH, AND OLD HOLLYWOOD ROAD TO THE WEST, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.

WHEREAS, many of the undeveloped R-5 parcels are located in neighborhoods which are predominately single-family; and

WHEREAS, the residents of Neighborhood Planning Unit G which is partially located in Council District 9 have expressed concern over the effects of the construction of new duplexes in single family neighborhoods; and

WHEREAS, it is the best interest of the health safety and welfare of the citizens of the City of Atlanta that all reasonable efforts be made to encourage and support the preservation and development of single family neighborhoods, and

BE IT ORDAINED THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

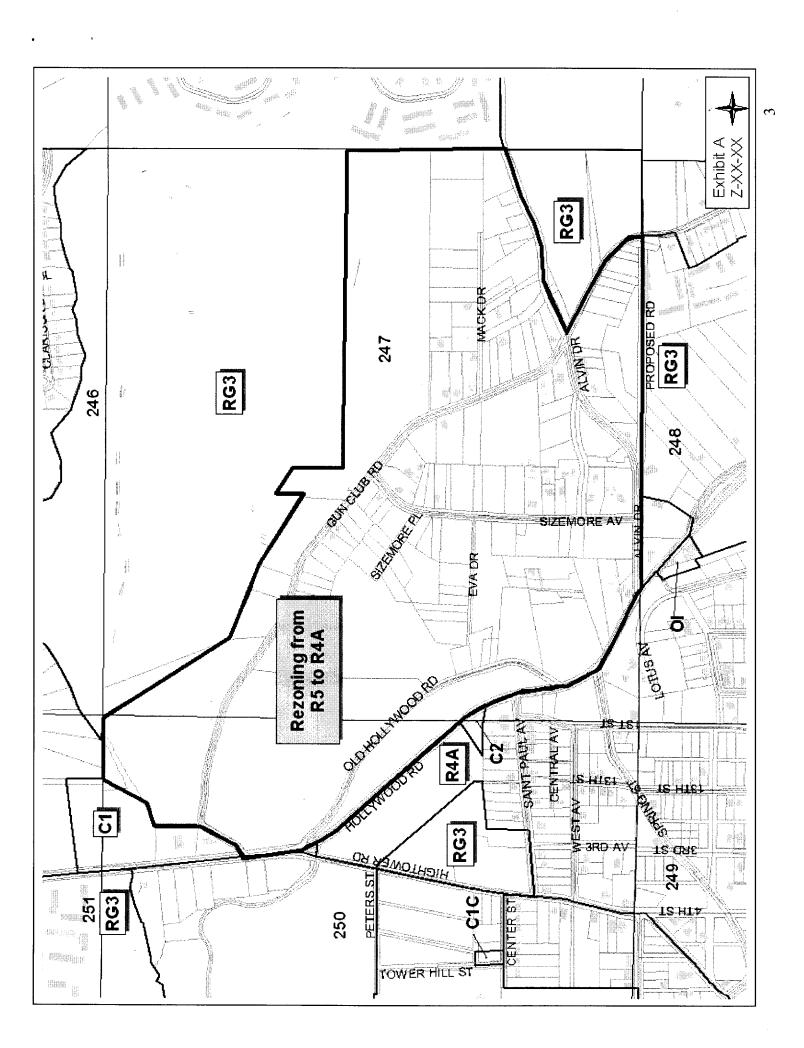
SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property bounded by properties fronted by Gun Club Road to the north and northeast, Alvin Drive to the south, and Old Hollywood Road to the west, be changed from R-5 (Two-Family Residential) zoning classification to R-4A (Single-Family Residential) classification to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots **247**, **248**, **250** of the **17**th District, **Fulton** County, Georgia, being more particularly described by the attached map (Exhibit A).

SECTION 2. If this amendment is approved under the provisions of Section 16-02.003 of the Zoning Ordinance of the City of Atlanta, entitled, "Conditional Development", as identified by the use of the Suffix "C" after the district designation in Section 1 above, the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the attached conditions. Any

conditions hereby approved (including any conditional site plan) do not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



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CERTIFIED	Date	Date	COUNCILMAMBER FELCIA
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D 2nd 1st & 2nd 3rd		Committee Date	3
	ading	First Reading	

CITY COUNCIL ATLANTA, GEORGIA

04 () 2273

AN ORDINANCE

BY: COUNCILPERSON FELICIA MOORE

AN ORDINANCE CORRECTING <u>ORDINANCE 04-O-1359</u> ADOPTED BY CITY COUNCIL NOVEMBER 1, 2004, APPROVED BY THE MAYOR NOVEMBER 5, 2004 REZONING THIRTEEN PROPERTIES AS PART OF THE IMPLEMENTATION OF THE DONALD L. HOLLOWELL PARKWAY REDEVELOPMENT PLAN, SO THAT THE MAP ENTITLED "ATTACHMENT A, EXHIBIT C," INTENDED AS PART OF THE ORIGINAL LEGISLATION, IS INCLUDED.

WHEREAS, ordinance 04-O-1359 referenced thirteen properties for rezoning identified 'as shown on maps in "Attachment A", Exhibits "A" through "C"; and

WHEREAS, ordinance 04-O-1359, as adopted by City Council on November 1, 2004, contained only "Attachment A", Exhibits "A" and "B", that together identified only ten properties; and

WHEREAS, "Attachment A", Exhibit "C" identifies the remaining three properties to be rezoned as part of the original legislation;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

<u>Section 1</u>: That Ordinance 04-O-1359 adopted by the City Council November 1, 2004, approved by the Mayor November 5, 2004, be corrected to include "Attachment A", Exhibit "C", as attached to this ordinance.

<u>Section 2</u>: That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to reflect the terms of this ordinance.

Section 3: That all ordinances or parts of ordinances in conflict with this ordinance shall be repealed.

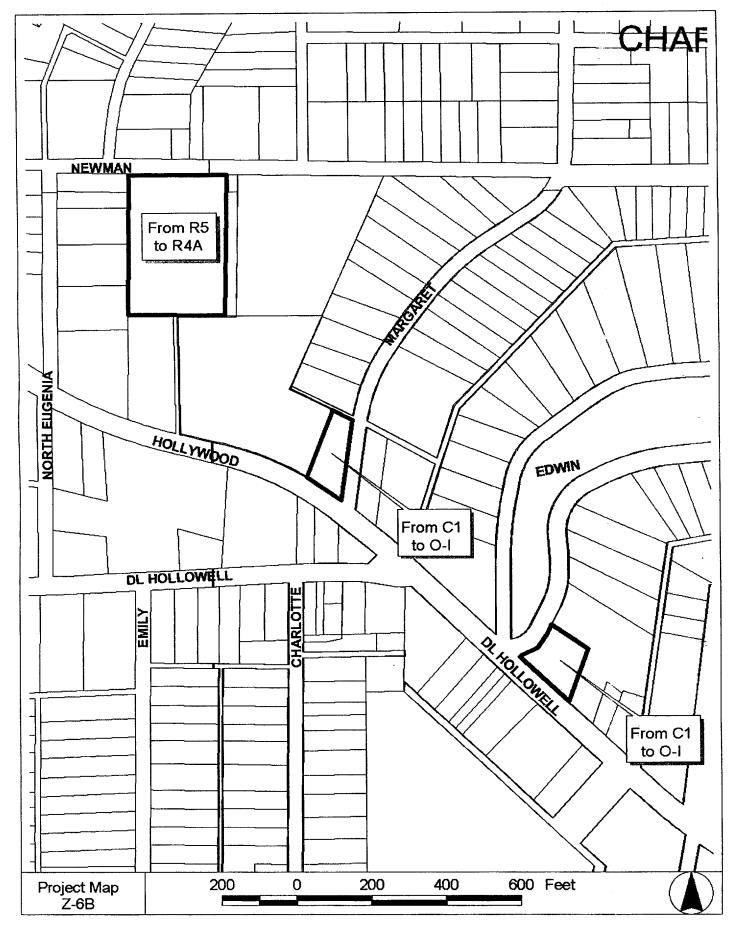


Exhibit C

04 C 2274 (Do Not Write, bove This Line), A ORDINANCE	Committee First Referred To Committee	First Reading Committee	FINAL COUNCIL ACTION □ 2nd □ 1st & 2nd □ 3rd Readings □ Consent □ V Vote □ RC Vote
COUNCILMEMBER FELICIA A. MOO	Date	Date	CERTIFIED
ORDINANCE AMENDING THE CITY OF A	Chair	Chair	
THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY PETERS STREET TO THE SOUTH, HOLLYWOOD ROAD	Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other	
D HIGHTOWER ROAD OPERTIES FRONTED BY	Members	Members	
PROPERTIES FRONTED BY NORTHWEST DRIVE TO THE SOUTH AND WEST, BE CHANGED FROM R5 (TWO FAMILY RESIDENTIAL) ZONING			
CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.			
	Refer To	Refer To	
	Committee	Committee	
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O REGULAR REPORT REFER	Action	Action	
ADVERTISE & REFER 1st ADOPT 2nd READ & REFER	Fav, Adv, Hold (see rev. side) Other	Fav, Adv, Hold (see rev. side) Other	MAYOR'S ACTION
\	Members	Members	
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CITY COUNCIL

ATLANTA, GEQRGIA

04 02274

AN ORDINANCE

BY COUNCILMEMBER FELICIA A. MOORE

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ATLANTA AND THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY PETERS STREET TO THE SOUTH, HOLLYWOOD ROAD AND HIGHTOWER ROAD TO THE EAST, PROPERTIES FRONTED BY MANGO CIRCLE AND PROCTOR DRIVE TO THE NORTH, AND PROPERTIES FRONTED BY NORTHWEST DRIVE TO THE SOUTH AND WEST, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.

WHEREAS, many of the undeveloped R-5 parcels are located in neighborhoods which are predominately single-family; and

WHEREAS, the residents of Neighborhood Planning Unit G which is partially located in Council District 9 have expressed concern over the effects of the construction of new duplexes in single family neighborhoods; and

WHEREAS, it is the best interest of the health safety and welfare of the citizens of the City of Atlanta that all reasonable efforts be made to encourage and support the preservation and development of single family neighborhoods, and

BE IT ORDAINED THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

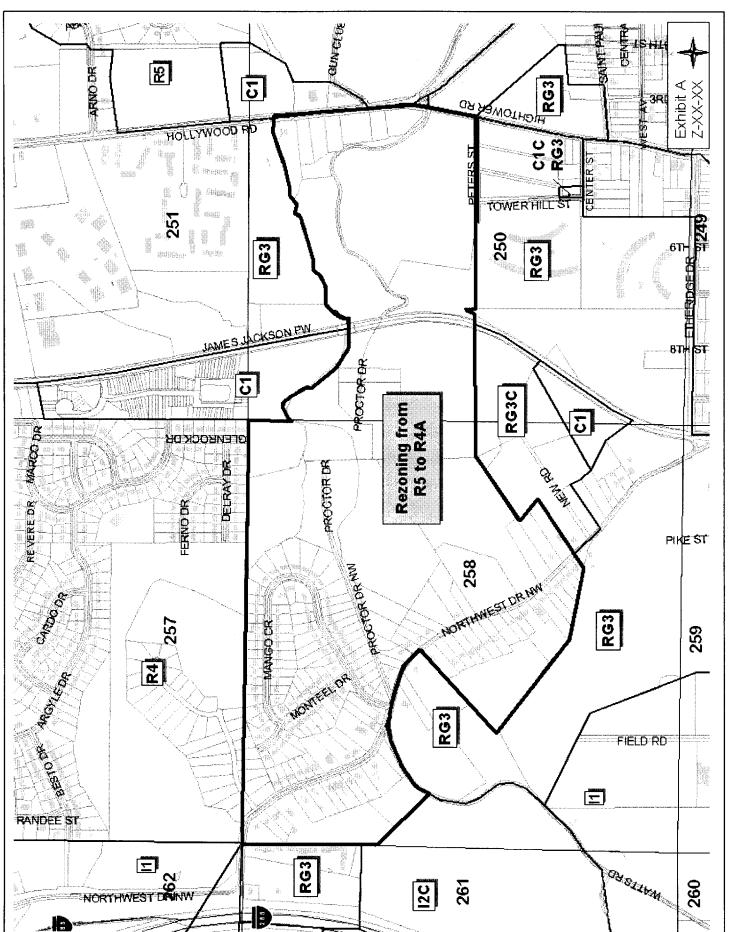
SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property bounded by Peters Street to the south, Hollywood Road and Hightower Road to the east, properties fronted by Mango Circle and Proctor Drive to the north, and properties fronted by Northwest Drive to the south and west, be changed from R-5 (Two-Family Residential) zoning classification to R-4A (Single-Family Residential) classification to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 250, 258 of the 17th District, Fulton County, Georgia, being more particularly described by the attached map (Exhibit A).

SECTION 2. If this amendment is approved under the provisions of Section 16-02.003 of the Zoning Ordinance of the City of Atlanta, entitled, "Conditional Development", as identified by the use of the Suffix "C" after the district designation in Section 1 above,

the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the attached conditions. Any conditions hereby approved (including any conditional site plan) do not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



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	Refer To					Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Refer To	Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	First Reading
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CITY COUNCIL ATLANTA, GEORGIA

ELICIA A. MØÖRE

04 0 2275

AN ORDINANCE BY COUNCILMEMBER

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ATLANTA AND THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY PROPERTIES FRONTED BY 1ST STREET AND GROVER AVENUE TO THE NORTH, PERRY BOULEVARD TO THE NORTH AND EAST, CLARISSA DRIVE AND ARNO COURT TO THE SOUTH, AND HOLLYWOOD ROAD TO THE WEST, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.

WHEREAS, many of the undeveloped R-5 parcels are located in neighborhoods which are predominately single-family; and

WHEREAS, the residents of Neighborhood Planning Unit G which is partially located in Council District 9 have expressed concern over the effects of the construction of new duplexes in single family neighborhoods; and

WHEREAS, it is the best interest of the health safety and welfare of the citizens of the City of Atlanta that all reasonable efforts be made to encourage and support the preservation and development of single family neighborhoods, and

BE IT ORDAINED THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

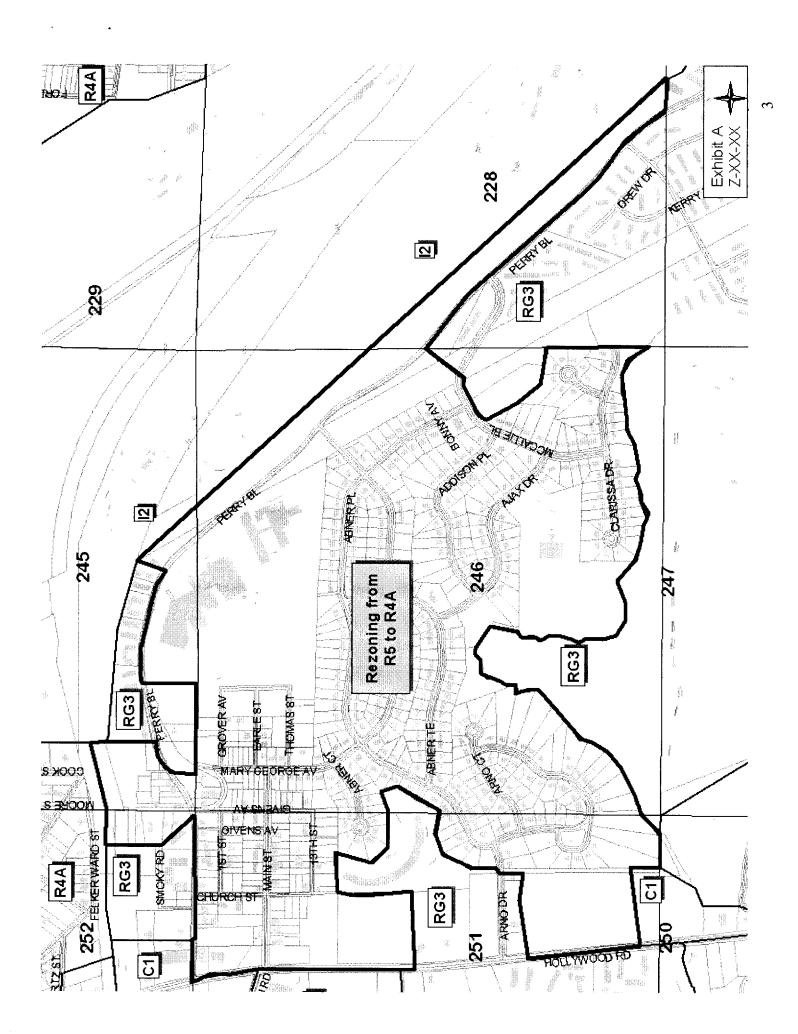
SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property bounded by properties fronted by 1st Street and Grover Avenue to the north, Perry Boulevard to the north and east, Clarissa Drive and Arno Court to the south, and Hollywood Road to the west, be changed from R-5 (Two-Family Residential) zoning classification to R-4A (Single-Family Residential) classification to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 228, 245, 246, 251, 252 of the 17th District, Fulton County, Georgia, being more particularly described by the attached map (Exhibit A).

SECTION 2. If this amendment is approved under the provisions of Section 16-02.003 of the Zoning Ordinance of the City of Atlanta, entitled, "Conditional Development", as identified by the use of the Suffix "C" after the district designation in Section 1 above, the Director, Bureau of Buildings, shall issue a building permit for the development of

the above described property only in compliance with the attached conditions. Any conditions hereby approved (including any conditional site plan) do not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



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CITY COUNCIL ATLANTA, GEOBGIA

04 \bigcirc 2276

AN ORDINANCE
BY COUNCILMEMBER FELICIA A. MOORE

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ATLANTA AND THE MAPS ESTABLISHED IN CONNECTION THEREWITH BE CHANGED SO THAT THE FOLLOWING PROPERTY BOUNDED BY CENTER STREET AND ETHERIDGE DRIVE TO THE NORTH, JAMES JACKSON PARKWAY TO THE WEST, HIGHTOWER ROAD TO THE EAST, AND MORRIS STREET TO THE SOUTH, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4A (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION, AND THE FOLLOWING PROPERTY BOUNDED BY MORRIS STREET TO THE NORTH, JAMES JACKSON PARKWAY TO THE WEST, HIGHTOWER ROAD TO THE EAST, AND PROPERTIES FRONTED BY BROWN STREET TO THE SOUTH, BE CHANGED FROM R-5 (TWO FAMILY RESIDENTIAL) ZONING CLASSIFICATION TO R-4B (SINGLE-FAMILY RESIDENTIAL) CLASSIFICATION, (COUNCIL DISTRICT 9, NPU-G), AND FOR OTHER PURPOSES.

WHEREAS, many of the undeveloped R-5 parcels are located in neighborhoods which are predominately single-family; and

WHEREAS, the residents of Neighborhood Planning Unit G which is partially located in Council District 9 have expressed concern over the effects of the construction of new duplexes in single family neighborhoods; and

WHEREAS, it is the best interest of the health safety and welfare of the citizens of the City of Atlanta that all reasonable efforts be made to encourage and support the preservation and development of single family neighborhoods, and

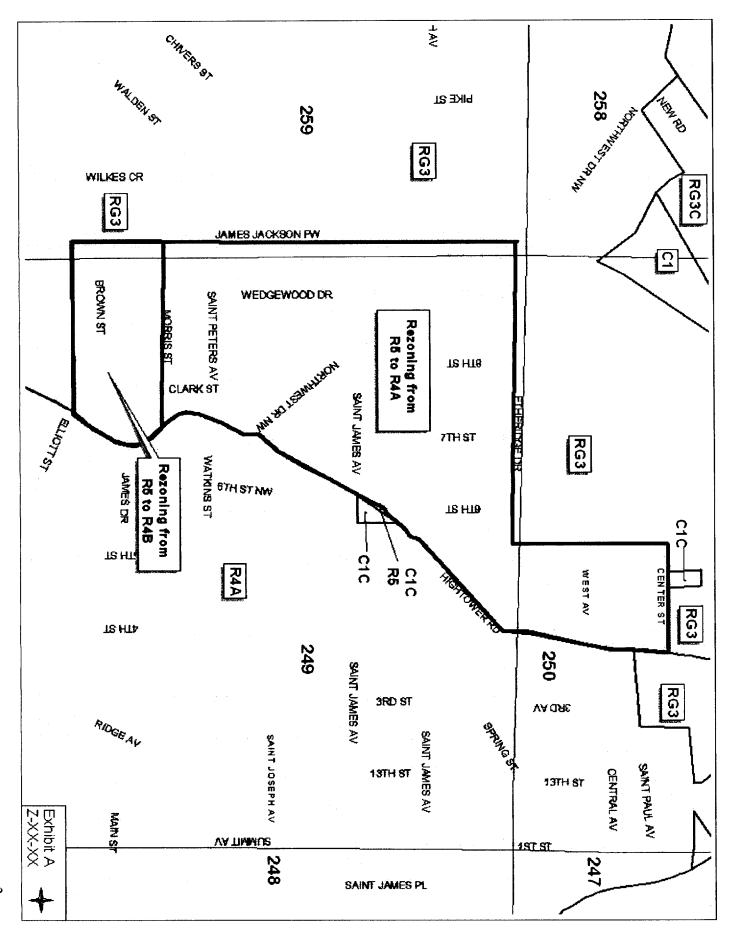
BE IT ORDAINED THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1. That the Zoning Ordinance of the City of Atlanta be amended, and the maps established in connection therewith be changed so that the following property bounded by Center Street and Etheridge Drive to the north, James Jackson Parkway to the west, Hightower Road to the east, and Morris Street to the south be changed from R-5 (Two-Family Residential) zoning classification to R-4A (Single-Family Residential), and the following property bounded by Morris Street to the north, James Jackson Parkway to the west, Hightower Road to the east, and properties fronted by Brown Street to the south be changed from R-5 (Two-Family Residential) zoning classification to R-4B (Single-Family Residential), classification to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 249, 250, 259 of the 17th District, Fulton County, Georgia, being more particularly described by the attached map (Exhibit A).

SECTION 2. If this amendment is approved under the provisions of Section 16-02.003 of the Zoning Ordinance of the City of Atlanta, entitled, "Conditional Development", as identified by the use of the Suffix "C" after the district designation in Section 1 above, the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the attached conditions. Any conditions hereby approved (including any conditional site plan) do not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



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	Chair	Chair	AUTHORIZING THE MAYOR OR HER
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City Council Atlanta, Georgia

AN ORDINANCE

BY: COUNCILMEMBER JOYCE SHEPERD

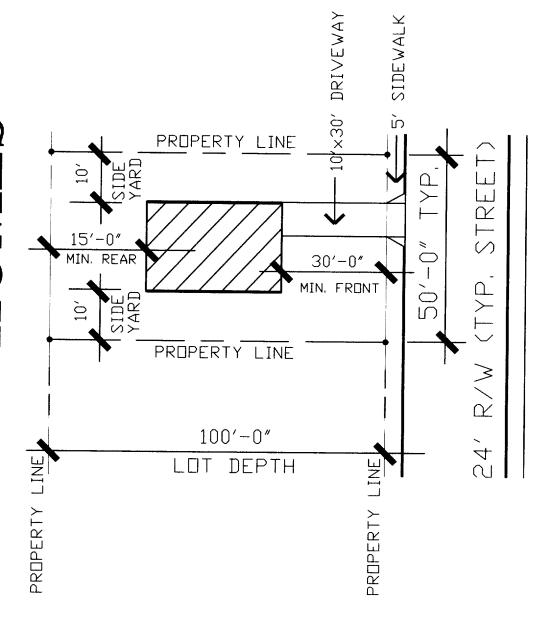
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

SECTION 1. That the Zoning Ordinance of the City of Atlanta, Georgia be amended and the maps established in connection therewith be changed so that the following property consisting of 1 tract off Forrest Park Road, SE be rezone from the R-4 (Single-Family Residential) District to the PD-H (Planned Development-Housing) District, property located at all that tract or parcel of land lying and being in Land Lot 4 of 14 District, Fulton County, Georgia being more particularly described as follows:

Beginning at an iron pin found marking the southwesterly southwest corner of Land Lot; running thence north along the west line of Land Lot 4 1,325.2 feet to an iron pin found; thence east, 673.1 feet to an iron pin found on the west right of way of Forrest Park Road (a 50 foot right of way at this point, also where said road widens to 60 feet) thence southerly along the west right of way of Forrest Park Road and following the curvature thereof, 837.7 feet to an iron pin found; thence south, 490 feet to an iron pin found on the south line of Land Lot 4; thence west along said land lot 695.2 feet to the southwest corner of Land Lot 4 and the point of beginning.

SECTION 2. That this amendment is approved under the provisions of Chapter 19 entitled, "Planned Development District", and Chapter 19A through Chapter 19D (as applicable) of the Zoning Ordinance of the City of Atlanta, and the Director, Bureau of Buildings, shall issue a building permit for the development of the above described property only in compliance with the applicable provisions of these Chapters and with the attached conditions.

SECTION 3. That the maps referred to, now on file in the Office of the Municipal Clerk, be changed to conform with the terms of this ordinance.



PROJECT SITE

ROAD

HUTCHINS

CLEVLAND

FOREST

LOCATION PLAN

SCALE: NOT TO SCALE

TYPICAL SITE LAYOUT SCALE: NOT TO SCALE

SILE FACTS

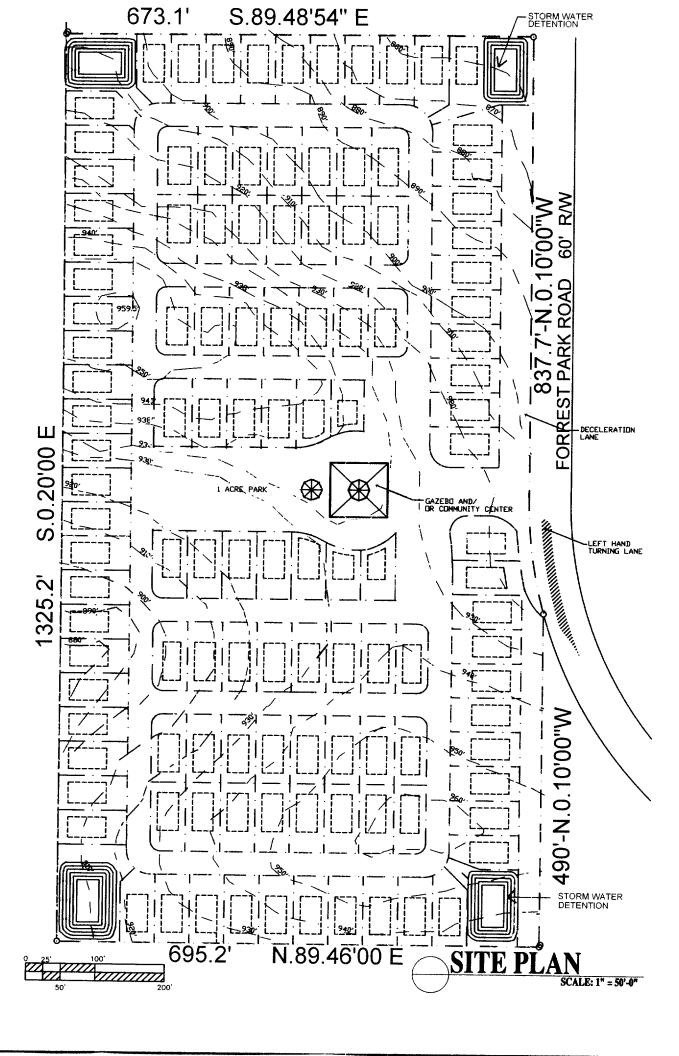
TOTAL # ACRES: 20 TOTAL # UNITS: 120 **UNITS PER ACRE: 6.00**

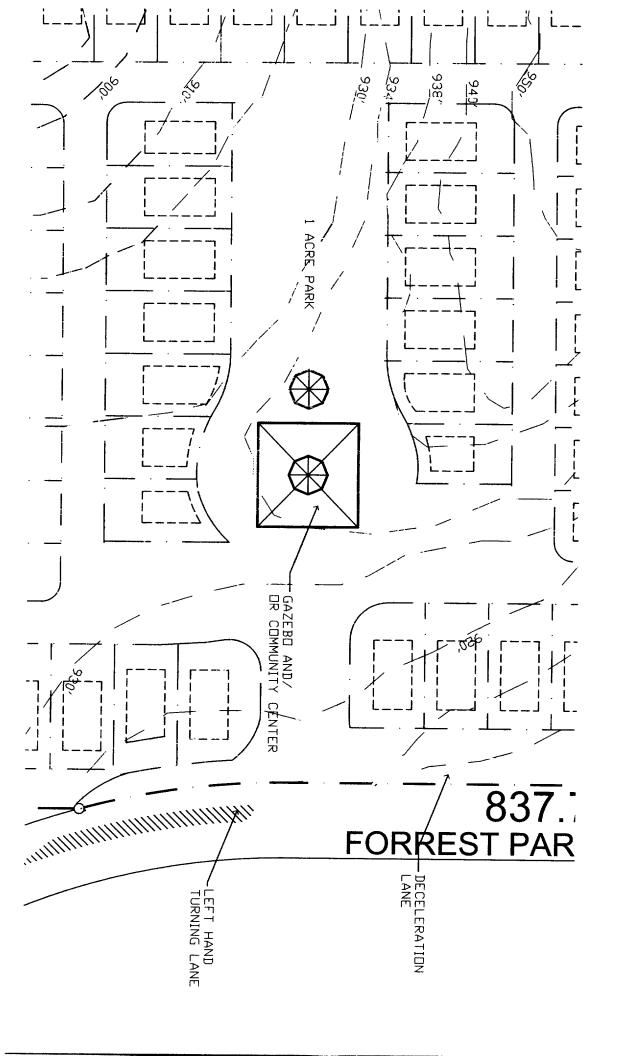
PROPOSED ZONING: PD-H (Planned Development - Housing) EXISTING ZONING: R-4 (Single-Family Residential)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 4 OF 14 DISTRICT, FULTON COUNTY, GEORGIA BEING MORE PARTICULARY DESCRIBED AS

FOUND ON THE WEST RIGHT OF WAY OF FORREST PARK ROAD (A 50 FOOT RIGHT OF WAY AT THIS POINT, ALSO WHERE SAID ROAD WIDENS TO 60 FEET) THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY OF FORREST PARK ROAD AND FOLLOWING THE CURVATURE THEROF, 837.7 FEET TO AN IRON PIN FOUND ON THE SOUTH LINE OF LAND LOT 4; THENCE WEST ALONG SAID LAND LOT 695.2 FEET TO THE SOUTHWEST CORNER OF BEGINNING AT AN IRON PIN FOUND MARKING THE SOUTYHWEST SOUTHWEST CORNER OF LAND LOT; RUNNING THENCE NORTH ALONG THE WEST LINE OF LAND LOT 4 1,325.2 FEET TO AN IRON PIN FOUND; THENCE EAST, 673.1 FEET TO AN IRON PIN -AND LOT 4 AND THE POINT OF BEGINNING.





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·	Members	Members	purposes	
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	Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)	agreement with the Keep Atlanta Beautiful Commission:	
	Chair	Chair	A Resolution authorizing the Mayor to enter into an	
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Consent UV vote URC vote	Committee	Committee	The state of the s	
Headings		Referred To	A RESOLUTION	
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INAL COUNCIL ACTION	ading	First Reading		, ,
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A RESOLUTION 04 R 2278

Councilmember Mary Norwood / Joyce Sheperd

A Resolution authorizing the Mayor to enter into an agreement with the Keep Atlanta Beautiful Commission; and for other purposes

WHEREAS, more than twenty (20) years ago, the City of Atlanta created the "Clean City Commission"; and

WHEREAS, in 1998, the name was officially changed to the Keep Atlanta Beautiful Commission: and

WHEREAS, this Commission, over the years, has done a tremendous job in increasing awareness of a litter-free and beautiful city; and

WHEREAS, monies for the operation of the Commission is presently in the non-departmental section of the 2005 Budget, and the program is administered by the Public Works Department; and

WHEREAS, this Commission has adopted its own bylaws and operational procedures; and

WHEREAS, it is the consensus of the governing body that these funds can be more effectively and efficiently used by the Commission by contractually entering into an agreement with the Commission.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1: That the Mayor is hereby authorized to enter into a contract with the Keep Atlanta Beautiful Commission in an amount not to exceed \$57,149.00.

Section 2: That said contractual agreement shall include, but not be limited to the following duties to be carried out by the Keep Atlanta Beautiful, Inc.

- (1) Seek active community involvement in the operation of litter reduction projects and education of the entire community in regard to abating, controlling and reducing litter in the city;
- (2) Increase the awareness of the entire community of the importance of cleanliness in neighborhoods, business districts, vacant lots, shopping centers, parks and parking lots and maintenance of indoor facilities at industrial plants, offices, municipal buildings, schools and factories;
- (3) Attempt to utilize existing corporate in-house communication systems to disseminate information about the commission to management and employees throughout the business community;
- (4) Schedule a continuous effort to attract participation and volunteers and enforce projects to abate, control and reduce litter by conducting educational briefings throughout the community;
- (5) Review sanitation and litter related ordinances and make recommendations to improve laws;
- (6) Research and identify areas of responsibility of city agencies and recommend appropriate procedures to carry out the spirit of litter laws:
- (7) Arouse awareness about the litter problems in schools throughout our community;
- (8) Communicate all commission efforts for the abatement, reduction and control of litter to the public; and
- (9) Consult with the department of public works to achieve any and all goals established by this article and the commission membership.

Section 3: That said funds shall be charged to and paid from FAC 1A01 524001 T31001.

Section 4: That all resolutions and parts of resolutions in conflict are hereby repealed.

Referred To:	Date Referred	Refferred To:	Date Referred	Referred To: Transportation	Date Referred 12/6/04	\	ADVERTISE & REFER Ist ADOPT 2nd READ & REFER		CONSENT REFER	I CNI COES	AND FOR OTHER	AND OAKLAND AVENUE;	•GLENWOOD AVENUE, S.E.	* GRANT STREET: AND	GLENWOOD AVENUE;	• BROYLES STREET, S.E. &	STOP"	INTERSECTIONS "ALL-WAY	FOLLOWING	AN ORDINANCE TO MAKE	BI: CAKLA SMILIT		AN ORDINANCE	(Do Not Write Above This Line)	04 ○2279	
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AN ORDINANCE
BY COUNCILMEMBER CARLA SMITH

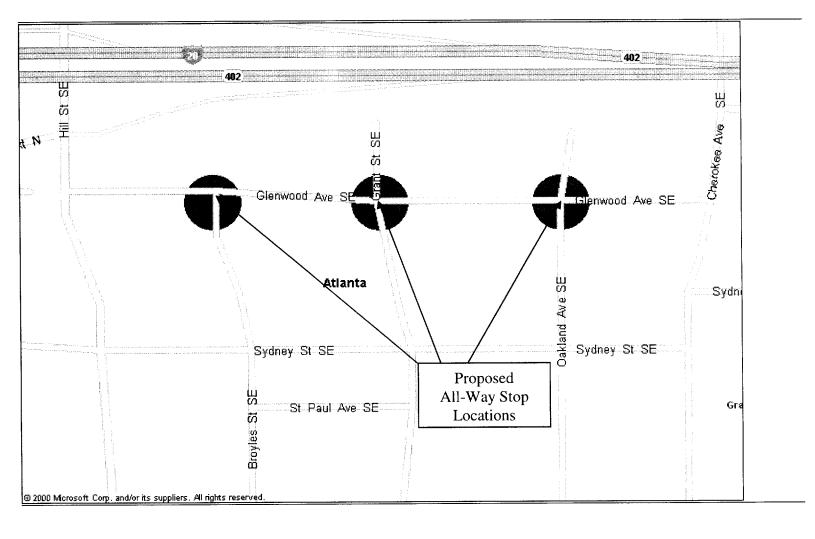
AN ORDINANCE TO MAKE THE FOLLOWING INTERSECTIONS "ALL-WAY STOP"

- BROYLES STREET, S.E. & GLENWOOD AVENUE;
- GLENWOOD AVENUE, S.E. & GRANT STREET; AND
- GLENWOOD AVENUE, S.E. AND OAKLAND AVENUE.

WHEREAS, a traffic study by Department of Public Works reveals that the intersections Broyles Street, S.E. & Glenwood Avenue, Glenwood Avenue, S.E. and Grant Street and Glenwood Avenue, S.E. and Oakland Avenue meet an all-way stop warrant.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:

- **SECTION 1.** That the intersection of Broyles Street, S.E. & Glenwood Avenue be made an "all-way stop";
- **SECTION 2.** That the intersection of Broyles Street, S.E. & Glenwood Avenue be made an "all-way stop";
- **SECTION 3.** That the intersection of Broyles Street, S.E. & Glenwood Avenue be made an "all-way stop"; and
- **SECTION 4.** That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.



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Referred To:	Date Referred	Refferred To:	Date Referred	Referred To: City Otilities	Date Referred 12 G CH	PERSONAL PAPER REFER	D ADVERTISE & REFER	CONSENT REFER					CHIEF TON COFG.	ROXBORO ROAD WIDENING PROJECT;	LL ELIMINATE A PUBLIC SAFETY WHICH WAS CREATED AS A RESULT	N BEHALF OF THE CITY OF ATLANTA,	ND ORDINANCE 00-O-0365 BY IZING THE FINGER COMPAINES (TFC) R INTO AN AGREEMENT WITH A THIRD			CILMEMBER HOWARD SHOOK	NANCE (Do Not Write Above This Line)	04 🔿 2280		
	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Refer To				Members		Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Chair Referred To	Committee	First Reading	
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							MAYOR'S ACTION											-		CERTIFIED	☐ Consent ☐ V Vote ☐ RC Vote	□ 2nd □ 1st & 2nd □ 3rd	EINAL COLINCIL ACTION	

AN ORDINANCE

BY COUNCIL MEMBER HOWARD SHOOK

TO AMEND ORDINANCE 00-O-0365 BY AUTHORIZING THE FINGER COMPAINES (TFC) TO ENTER INTO AN AGREEMENT WITH A THIRD PARTY ON BEHALF OF THE CITY OF ATLANTA, THAT WILL ELIMINATE A PUBLIC SAFETY HAZARD WHICH WAS CREATED AS A RESULT OF THE ROXBORO ROAD WIDENING PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, Ordinance number 00-O-0365 was adopted by the Council on March 20, 2000 and approved by Operation of Law on March 29, 2000 and; and

WHEREAS, this ordinance did authorize the purchase and sale of properties needed for the Roxboro Road Widening Project; and

WHEREAS, the widening of Roxboro Road of said street has been completed and resulted in the creation of a public safety issue due to a open and exposed hole or ditch; and

WHEREAS, the aforesaid work was inadvertently not included in the design or contracted for Georgia Department of Transportation it remains the responsibility of the City of Atlanta to accomplish.

WHEREAS, the Finger Companies (TFC) has agreed to enter into an agreement with the contractor used to do the Roxboro Road Widening Project so as to maintain continuity and institutional knowledge of the problem; and

WHEREAS, the Archer Western Construction Company has provided pricing to accomplish the site construction prior to their demobilization from the project in accordance with the Roxboro Road GDOT project contracts; and

WHEREAS, the City agreed to include in Roxboro Road design and construction 1) raising of the adjoining retainer wall on TFC property, backfill remnant land to level subgrade, and provide drainage structures for the southeasterly section of abandoned Prichard Way which will subsequently be developed by TFC as a small park. 2) raising of the adjoining retainer wall on TFC property, backfill remnant land so as slope matches TFC land contours, and provide drainage structures for the southwesterly section of abandoned Prichard Way. See Exhibit B.

WHEREAS, the Georgia Department of Transportation(GDOT) in conjunction with the Finger Group, Smith Realty on behalf of the City of Atlanta right-of-way acquisition and the City of Atlanta's Department of Public Works have developed a scope of work and GDOT has independently reviewed the pricing and found it to be reasonable and will unofficially assist the City of Atlanta in construction coordination and inspection of Archer Western Construction Company's performance of the scope of work; and

WHEREAS, the City of Atlanta only provided for the design and acquisition of the right-of-way land for the Roxboro Road Widening Project and for the GDOT to construct the City of Atlanta does not have in place the means to complete the required construction before the Roxboro Road Widening Project will be complete. The time and expense of the City of Atlanta's procurement process along with the cost of a separate contractor mobilizing to perform the required work would be prohibitive; and

WHEREAS, TFC has the means to contract for this work to be completed and the Archer Western Construction Company has agreed to contract with TFC to complete the additional site construction including the special requirements for working close to existing structures for the amount of \$82,500; and

WHEREAS, the cost to remedy the problem has been estimated to be \$82,500.00 and the Department of Public Works has identified the source of funding; and

WHEREAS, it is in the City's best interest to allow TFC to enter into an agreement with the contractor so as to eliminate the public safety hazard that has been created due to the excavation and construction done while the Roxboro Road Widening Project was taking place.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

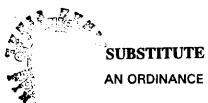
SECTION 1: That Ordinance 00-O-0365 is amended by inserting a new Section Ten which reads as follows: That the Finger Co. agrees to assume from the City of Atlanta the responsibility for completing the site work sub-grade construction on the proposed abandoned section of Prichard Way for the consideration of \$82,500.00. The aforesaid site sub-grade construction is part of the right-of-way acquisition agreement Roxboro Road re-alignment project depicted in Ordinance 00-O-0365 for the consideration of \$82,500 to be paid upon final inspection of the project.

SECTION 2: That Ordinance 00-O-0365 is amended further by inserting a new Section Eleven which reads as follows: That the TFC and its agent agrees to indemnify and hold harmless the City, its agents, representatives, officers, commissioners, directors and employees from any loss of liability or damage, including expenses and costs, for bodily or personal injury and for property damage sustained by any person as a result of this agreement.

SECTION 3: That Ordinance 00-O-0365 is amended further by inserting a new Section Twelve which reads as follows: That the City Attorney is directed to prepare a contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

SECTION 4: That Ordinance 00-O-0365 is amended further by inserting a new Section Thirteen which reads as follows: That the Chief Financial Officer is authorized to pay The Finger Companies (TFC) an amount not to exceed \$82,500.00 after the Department of Public Works has made its final inspection of the project. The amount will be paid from Fund, Account and Center 1C28 572001 M22F012992BA.

<u>Section 5.</u> That all ordinances and parts of ordinances in conflict herewith be and are hereby waived.



00-O-0365

BY COUNCILMEMBER LEE MORRIS

AUTHORIZING THE PURCHASE AND SALE OF PROPERTIES AND OTHER CONSIDERATIONS BETWEEN THE CITY OF ATLANTA AND THE FINGER COMPANIES (TOGETHER WITH ITS AFFILIATE WHICH HOLDS TITLE TO ROXBORO PLACE, HEREIN REFERRED TO AS "TFC") WHEREBY THE CITY WILL ACQUIRE A .58 ACRE PARCEL OF LAND ALONG ROXBORO ROAD NEEDED FOR THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT, TRANSFER A NARROW STRIP TO TFC WITH RESTRICTIONS LIMITING ITS USE TO AN OPEN GREEN SPACE, OBTAIN TFC'S BONDED OBLIGATION TO DEVELOP ROXBORO PLACE TO CERTAIN GRADE ELEVATIONS AND IN CONFORMITY WITH THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT DESIGN SO AS TO ELIMINATE THE NEED FOR THE CITY TO ACQUIRE SLOPE AND DRAINAGE EASEMENTS AND ACQUIRE A PERMANENT DRAINAGE EASEMENT AND CERTAIN TEMPORARY CONSTRUCTION EASEMENTS NEEDED IN CONNECTION WITH THE ROXBORO ROAD RIGHT-OF-WAY WIDENING PROJECT.

WHEREAS, TFC has the enforceable contractual right to acquire all of the real estate bounded by Roxboro Road, Kingsboro Road, Lakeside Drive and Prichard Way and the City of Atlanta, Georgia, said property being located in Land Lots 9 and 45 of the 17th District, Fulton County, Georgia and identified on Exhibit A attached hereto (herein "Roxboro Place"); and

WHEREAS, in connection with the Roxboro Road Right-of-Way Widening Project authorized by City Council (the "Project"), the City must acquire fee simple title to that approximately .58 acre tract of land within Roxboro Place identified on Exhibit B attached hereto (the "Fee Simple R/W"); and

WHEREAS, TFC has offered to transfer and the City desires to acquire fee simple title to the Fee Simple R/W to the City at its cost and without premium simultaneously with TFC's acquisition thereof; and

WHEREAS, TFC's agreement to transfer title to the Fee Simple R/W to the City will avoid the need for the City to acquire approximately 49,000 square feet of unneeded real estate from the landowners thereof in connection with the Project and thereby provide the City, among other things, a material economic benefit; and

WHEREAS, in connection with the Project, the City will acquire certain lands from Jamestown Land Investor III, L.P. ("Jamestown"), the relevant portions of which are included within the tract shown on Exhibit C attached hereto (the "Jamestown Land") and on file with the Department of Public Works, for purposes of constructing portions of the realigned Prichard Way and Roxboro Road right-of-way sections of the Project; and

WHEREAS, a portion of the Jamestown Land to be acquired by the City in connection with the Project and identified on Exhibit D attached hereto being relevant to Z991-4A (the "Remnant Land") is unusable surplus to the Project and may be a narrow strip as contemplated by Section 2-1571(a)(1) of the Atlanta City Ordinance; and

WHEREAS, TFC has agreed to construct Roxboro Place substantially in accordance with the grades shown on Exhibit E attached hereto (the "Grading Drawing") which indertaking shall eliminate the need for the City to acquire certain slope and drainage easement rights in connection with the Project as identified on Exhibit B attached hereto (the "Unneeded Slope and Drainage Easements"); and

WHEREAS, subject to adjustment as need be in the manner hereinafter provided, which adjustments shall be reasonably determined by the Bureau of Purchasing and Real Estate, an approximation of the economic benefits to the City and TFC under this Ordinance are set forth in Exhibit F attached hereto (the "Costs and Savings Summary"); and

WHEREAS, representatives of the parties have reached an agreement in principle, subject to the approval of City Council, as to the matters set forth below; and

WHEREAS, the Bureau of Purchasing and Real Estate considers this Ordinance to be in the best interests of the City and recommends that it be adopted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA

Section 1: The City shall acquire by limited warranty deed, subject to the existing condition (physical or otherwise) thereof and all matters of record, the Fee Simple R/W from TFC at its cost without premium simultaneously with and subject to the acquisition of the Fee Simple R/W by TFC and deliver good and immediately available funds for this purpose into escrow with the appropriate closing agent in order to cause same to occur.

Section 2: Subject to (i) a finding and determination by the Bureau of Planning or other appropriate department of the City that the Remnant Land is incapable of being used as an independent parcel as presently zoned and (ii) Jamestown executing a written waiver of any right and/or claim to acquire or reacquire in the future the Remnant Land from the City, the City shall convey the Remnant Land to TFC as provided in Section 3 below. The City will exercise diligent efforts to obtain, in any deed of conveyance it obtains from Jamestown for the Jamestown Land, Jamestown's express waiver of any right, claim or other interest or option to acquire, reacquire or otherwise take title in the future to, at a minimum, the Remnant Land portion of the Jamestown Land.

Section 3: At such time as the City acquires the Remnant Land from Jamestown, whether by option or other customary contract or by condemnation proceeding, the City shall convey to TFC the Remnant Land at a cost equivalent to the fair market value thereof as determined by appraisal and the City's acquisition agent and approved by the Bureau of Purchasing and Real Estate. Title to the Remnant Land shall be transferred by the City to TFC by a limited warranty deed subject to the existing condition (physical or otherwise) thereof and all matters of record with a restrictive covenant contained therein encumbering the Remnant Land to that of an open green space to be maintained by TFC and its successors and assigns. The amount to be paid by TFC to the City in consideration of the transfer of the Remnant Land shall be paid as follows. First, TFC shall receive a credit to be applied towards said amount equal to the total savings to the City arising in connection with Unneeded Slope and Drainage Easements it will not have to acquire in connection with the Project, certain dirt, clearing, site work, home demolition and other costs avoided by virtue of the agreements of TFC as herein provided and the temporary construction easements to be granted by TFC as herein provided (collectively the "TFC Benefits to the City") as noted on Exhibit F attached hereto. Second, the balance, if any, in good and immediately available funds to the extent necessary after appropriate credit is given to TFC for the TFC's Benefits to the City. The Costs and Savings Summary sets out the TFC Benefits to the City which may be adjusted as reasonably determined by the Bureau of Purchasing and Real Estate.

Upon acquisition of the Remnant Land and, if it occurs, the abandonment (in accordance with the procedures of applicable City of Atlanta Ordinance) of that portion of the now existing Prichard Way lying in between Roxboro Place and the Remnant Land, TFC agrees to apply with the Bureau of Planning for a site plan amendment annexing the Remnant Land to Roxboro Place in a manner consistent with its being restricted as an open green space as referenced above and for a rezoning of the Remnant Land to RG-5C, the intent being to provide a self-contained, consistently zoned zoning for Roxboro Place in accordance with the objectives of the City Zoning Code.

Section 4: TFC shall construct Roxboro Place and perform all necessary site work so as to cause same to be of a grade elevation substantially as shown on the Grading Drawing, the intent being that the site elevation of Roxboro Place shall conform with the Project designs so as to eliminate the Unneeded Slope and Drainage Easements from the Project. In addition, TFC shall provide the amount of fill dirt, site work, home demolition and other clearing and grubbing as contemplated by the TFC Benefits to the City.

Section 5: The City shall cause the Project to include the retaining wall and, if such is permitted by the applicable zoning in effect for Roxboro Place from time to time, the egress only driveway improvements on or adjacent to the Remnant Land as shown on Exhibit B attached hereto at such time as the realigned Prichard Way portion of the Project is constructed and as part of the road construction contract therefor. With respect to Roxboro Place, the City has received a letter from the Georgia Department of Transportation ("GDOT"), dated February 28, 2000, a copy of which is attached hereto as Exhibit G (the "DOT Letter"). In the DOT Letter, GDOT provides its findings as to the ingress and egress points proposed for Roxboro Place and provides GDOT's approval thereof, as more fully stated therein. To the extent need be, the City and TFC, and the respective agents, shall coordinate their respective designs, field work and construction means and methods in a cooperative fashion and cause to be carried out the intent of this Ordinance. TFC and its contractors, occupants, tenants, licensees and invitees shall have full access to Roxboro Place from Prichard Way at all times before, during and after construction of the Project and the City shall identify Prichard Way as a special construction condition in order to minimize disruption of access to and from Roxboro Place. At the time TFC acquires the Fee Simple R/W and simultaneously conveys it to the City, TFC shall deliver to City a performance bond in an amount equal to or for 100% of the cost to complete that portion of a site, grading and similar work which it has agreed to perform under this Ordinance with respect to the Grading Drawing. Specifically, that work related to the elimination for the Unneeded Slope and Drainage Easements, the demolition of the 5 houses located in whole or in part upon the Fee Simple R/W, and the fill dirt required thereby. In connection with said work, TFC shall and does hereby indemnify and hold harmless the City from and against the acts or omissions of TFC or its agents arising in connection therewith.

Section 6: Upon acquisition of Roxboro Place, TFC shall grant to the City, for a two year period commencing upon the start of grading and site work for the Project, a temporary construction easement ten feet in depth along the area immediately adjacent to that portion of the boundary lines for Roxboro Place adjacent to the Project and including, if conveyed to TFC, a temporary construction easement over the entirety of the Remnant Land.

Section 7: Upon request of the Bureau of Buildings, TFC agrees to cooperate in connection with and execute an accurate and appropriate modification of the sewer line easement agreement for the existing sewer line improvements traversing Roxboro Place for the benefit of the Department of Public Works or, if no such sewer line easement exists, a new sewer line easement consistent with the aforesaid.

Section 8: The Mayor or his designee are authorized to execute any and all documents necessary or appropriate to carry out the transactions contemplated hereby and to execute a deed to transfer the City's interest in the Remnant Land to TFC and other instruments as herein provided or contemplated. The City Attorney or its designee shall approve the form of all deeds, legal descriptions, easements and other instruments to be executed in connection therewith and delivered to TFC. The City Attorney or its designee is hereby directed to prepare the necessary documents to effectuate the transactions contemplated hereby and the Mayor or his designee is hereby authorized to execute such instruments.

Section 9: Nothing contained in this Ordinance shall be construed to relieve TFC from complying with applicable City zoning, permitting, building, fire and other applicable provisions and regulations of the City relative to the construction activities and development of Roxboro Place.

Section 10: All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

A true copy.

Thondo Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
RETURNED WITHOUT SIGNATURE OF THE MAYOR
APPROVED as per City Charter Section 2-403

March 20, 2000

March 29, 2000



SUMMARY OF EXHIBITS

Exhibit A: Survey depicting Roxboro Place

Exhibit B: Drawing showing Fee Simple R/W, Unneeded Slope and Drainage Easements,

Remnant Land, Roxboro Place, Retaining Wall, Driveway, etc.

Exhibit C: Survey depicting Jamestown Land

Exhibit D: Drawing of Remnant Land

Exhibit E: Grading Drawing

Exhibit F: Costs and Savings Summary

Exhibit G: GDOT Letter





EXHIBIT "F"

ITEM	QUANTITY	UNIT COST	EXTENDED COST
SAVINGS TO CITY/PROJECT (FROM TFC):			
Demolition of Houses by TFC	5 Homes	\$12,000	\$60,000
Slope Easements Eliminated	20,560 SF (+\-)	\$15\SF	\$308,400
Drainage Easement Eliminated	1,369 SF (+\-)	\$15\SF	\$20,535
Fill Dirt Provided by TFC	5,300 CY (+\-)	\$8\CY	\$42,400
Temp. Construction Easement Provided by TFC	18,630 SF (+\-)	\$6\SF	\$111,780
Other Savings: Environmental Assessment, Clearing and Grubbing, Driveway Alignment, and Guardrail			\$50,000
TOTAL SAVINGS ("TFC Benefits to the City")			\$593,115
COSTS TO PROJECT FOR THE BENEFIT OF TFC:			
Offsite Retaining Walls on Remnant Land	600 FF (+\-)	\$25\FF	\$15,000
Drive Construction for egress point	LS	\$25,000 (+\-)	\$25,000
Remnant Land in Fee to TFC	4,343 SF (+\-)	\$4.61\SF	\$20,000
TOTAL COSTS TO CITY FOR BENEFIT OF TFC:	·		\$60,000
NET SAVINGS\BENEFITS TO THE CITY:			\$533,115

Note: No cash consideration shall be paid by the City to TFC other than for the Fee Simple R/W even where the TFC Benefits to the City exceed the Total Costs to the City for the Benefits to TFC.



WAYNE SHACKELFORD COMMISSIONER (404)656-5206

FRANK L. DANCHETZ CHIEF ENGINEER (404)656-5277



Department of Transportation

State of Georgia #2 Capitol Square, S.W. Atlanta, Georgia 30334-1002

February 28, 2000 STP-9219(4), Fulton County Roxboro Road fm Prichard Way to East Paces Ferry Road P.I. No. 752090STEVEN L. PARKS DEPUTY COMMISSIONER (404)656-5212

> BILLY F. SHARP TREASURER (404)656-5224

Mr. Norman Koplan, Director Department of Public Works City of Atlanta 68 Mitchell St. S.W., Suite 4700 Atlanta, Georgia 30335-0324

RE: The Fingers Company Development

Dear Mr. Koplan:

As requested by the City, this letter is to explain the position of the Department on the issue of the Fingers Company development. The residential development is located on the west side of Roxboro Road between Kingsboro Road and Prichard Way.

The following points are noted from the site plan dated January 19, 2000 as they effect the roadway construction:

1. The site plan proposes to raise the existing ground-line and construct residential units along Roxboro Road at an elevation near the elevation of the proposed roadway. The Department will consider this an existing condition assuming the development is built before the road, and will not credit the City or the Developer with any cost savings due to the reduced earthwork for the road construction. The Department agrees that raising the site elevation may reduce the required easement to build Roxboro Road because the construction limits will be reduced. However, the required easement cannot be reduced until the site is developed or an agreement is made with the developer that establishes the elevation of their site which in-turn will reduce the corresponding easement.





- 2. Along with the Roxboro Road widening construction, Prichard Way will be realigned with Peachtree Dunwoody Road and the profile grade raised for better sight distance at the intersection. A raised median will be constructed along the realigned Prichard Way from the Roxboro Road intersection approximately 180 feet. Access for this development to/from Prichard Way is as follows:
 - a. A full access driveway will be constructed by the Developer on Prichard Way approximately 350 feet from Roxboro Road. It is anticipated that this driveway can remain in operation while Prichard Way relocation is being constructed.
 - b. A right-out only driveway will be constructed by the Department while Prichard Way is being realigned. This driveway will be located approximately 120 feet away from Roxboro Road. The Department and the City will be responsible for the construction cost of the driveway (earthwork, pavement, curb & gutter, etc.) in lieu of any right of way cost savings. It appears that the driveway can be constructed within driveway easement and existing right of way.
- 3. The general use area (park) shown in the southwest corner of Roxboro Road and the realigned Prichard Way is considered to be a future option that the City may pursue once Roxboro Road construction is complete.

The Department's position pertaining to the construction of walls to reduce right of way impacts or as an agreement during right of way negotiations is considered a right of way cost and shall be completely borne by the City. Any construction cost savings due to reduced earthwork (cut or fill) because the adjacent ground elevations have been modified by a developer will not be a consideration of payment or trade to the Department for the cost of other items.

The City should continue working towards acquiring all the property along Roxboro Road. If there are any additional questions, please contact me or Mr. Darrell Richardson at 404-656-5436.

Sincerely.

oseph P. Palladi, P.E.

State Urban Design Engineer

JPP:DMR

Cc: Barry Baynes, R/W

Ladun Esan, City of Atlanta Shawn Zekavati, Heery/Mitchell John Lavelle, Smith Real Estate Keith Linch, Arnell, Golden & Gregory, LLC

Atlanta City Council

Regular Session

CONSENT AGENDA (PAGES 1 - 9 SEE ATTACHED LISTING OF ITEMS ADOPTED/ADVERSED

ADOPT ON CONSENT AGENDA

00-R-0362

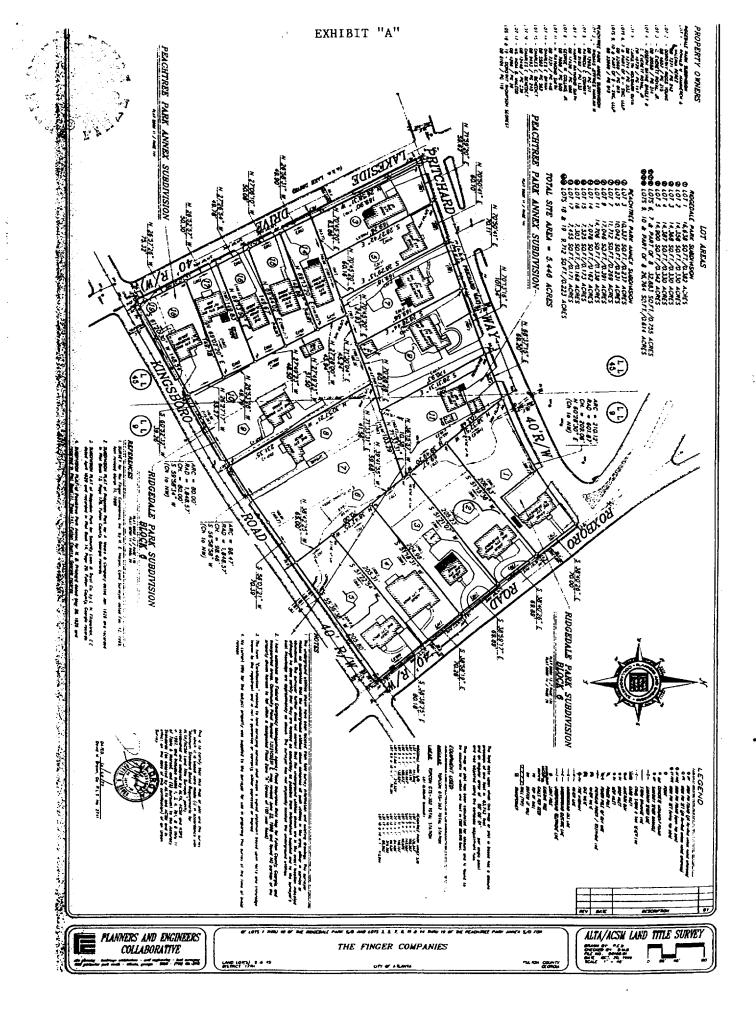
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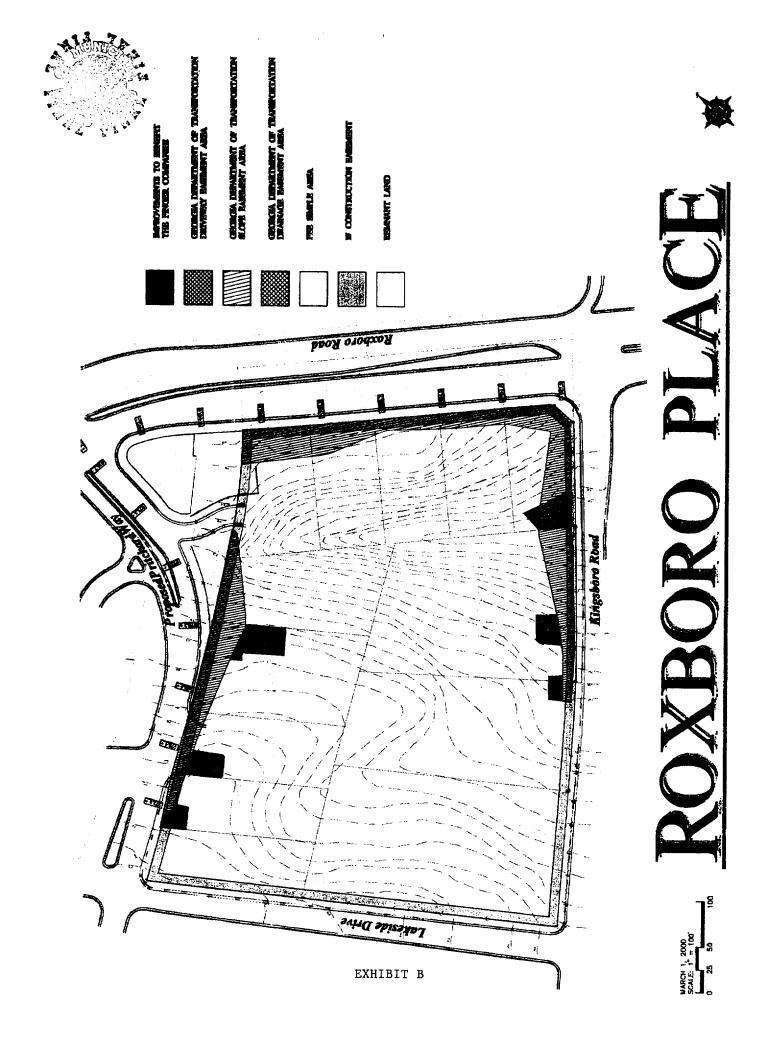
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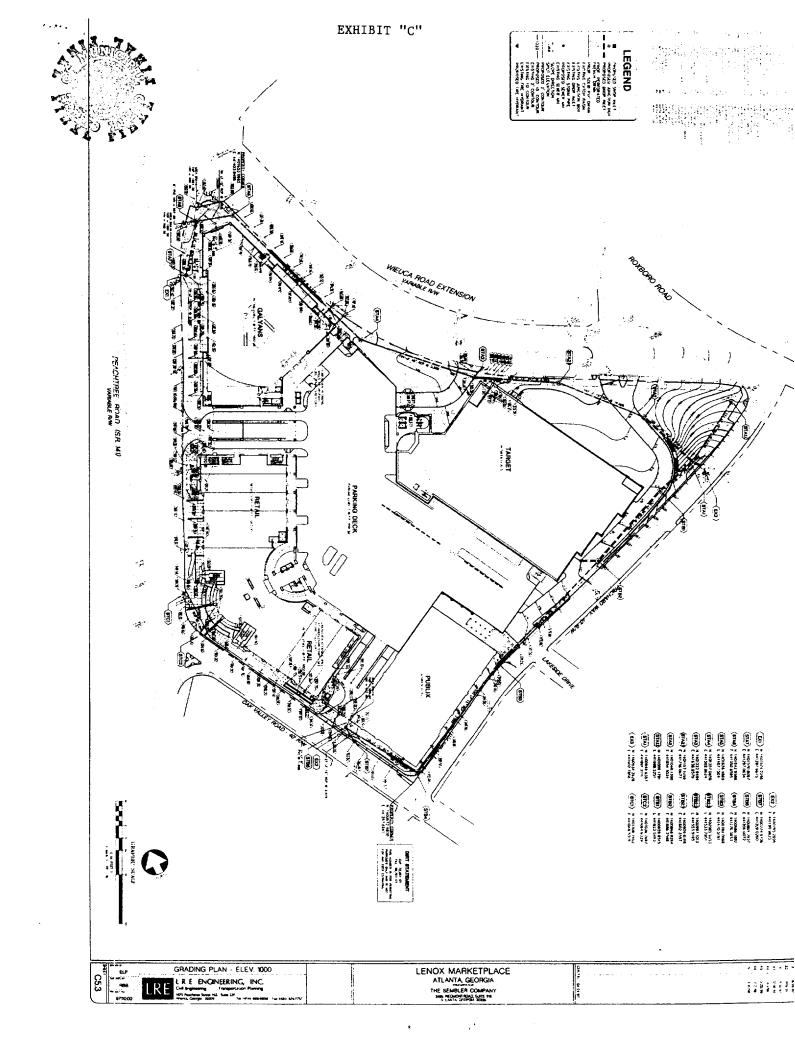
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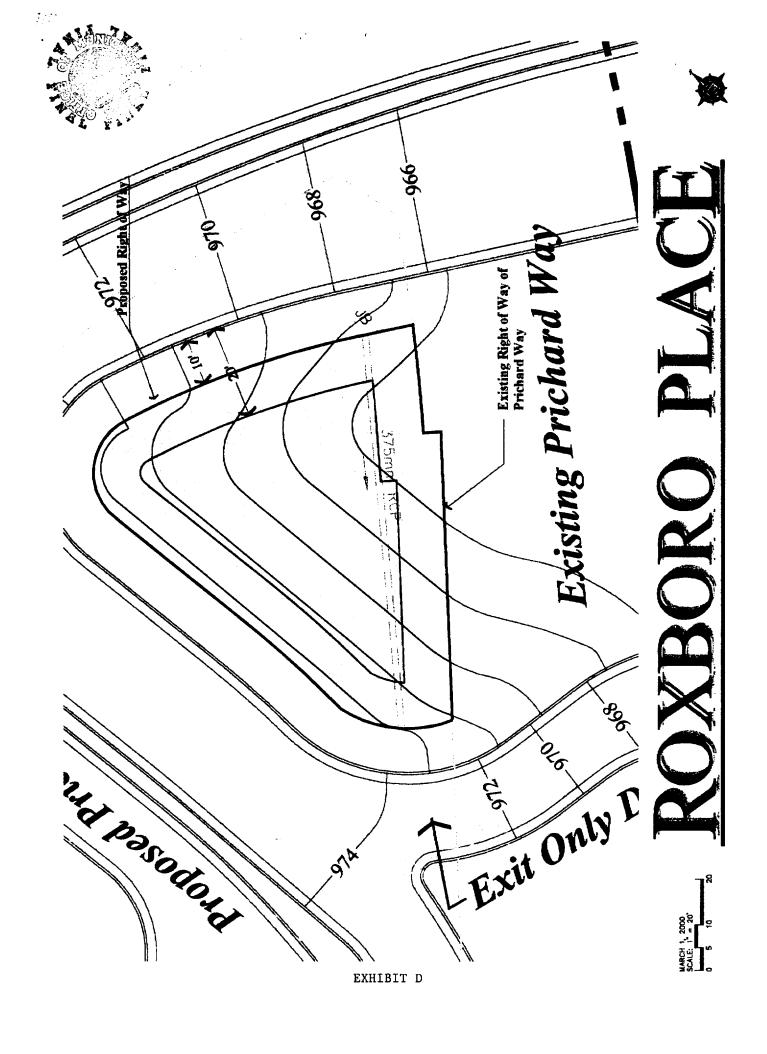
ABSENT 1

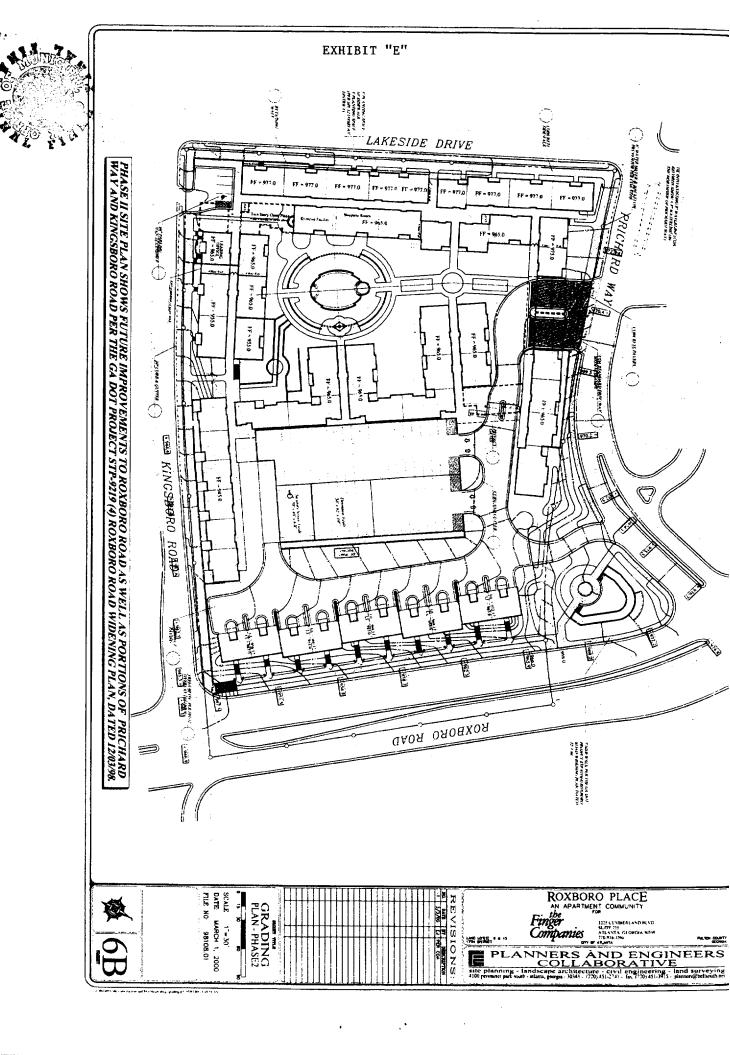
Y McCarty	NV Dorsey	Y Moore	Y Thomas	ITEMS REMOVED FROM CONSENT AGENDA 00-0-0376 00-0-0315 00-0-0377
Y Starnes	Y Woolard	B Martin	Y Emmons	
Y Bond	Y Morris	NV Maddox	Y Alexander	
Y Winslow	Y Muller	Y Boazman	NV Pitts	











FILED December 6, 2004

BORDERS: COMMITTEE (TELEPAC). POLICY APPOINTING MR. RON FRIESON COUNCIL PRESIDENT LISA M. TO THE TELECOMMUNICATIONS Referred To: Referred To: Refferred To: Date Referred Date Referred Date Referred PERSONAL PAPER REFER REGULAR REPORT REFER CONSENT REFER 1st ADOPT 2nd READ & REFER ADVERTISE & REFER (Do Not Write Above This Line) COMMUNICATION tiled w/o 12/6/04 ADVISORY ВҮ Action Fav, Adv, Hold (see rev. side) Other Fav, Adv, Hold (see rev. side) Other Committee Date Chair Referred To Committee Committee Members Members Refer To Refer To Chair Action Date Chair Date First Reading Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Other Committee Committee Members Refer To Members Other Action Action Chair Refer To Date Chair Date 0 2nd ☐ Consent FINAL COUNCIL ACTION MAYOR'S ACTION CERTIFIED Readings

Vote 1st & 2nd D RC Vote 13 3rd



Bag

LISA M. BORDERS
PRESIDENT

55 TRINITY AVENUE, S.W. SUITE 2900 ATLANTA, GEORGIA 30303 Main (404) 330-6035 Fax (404) 658-7551 Email Imborders@atlantaga.gov

November 30, 2004

The Honorable Howard Shook Council District 7 City of Atlanta 55 Trinity Avenue, SW Atlanta, GA 30302

Dear Mr. Shook:

Please accept Mr. Ron Frieson as my appointment to the Telecommunications Policy and Advisory Committee (TELEPAC). Mr. Frieson resides at 185 Milano Drive, Atlanta, GA 30331 and his phone number is 404-696-4429.

As an executive with BellSouth Corporation over the last 20 years, Mr. Frieson has extensive experience in the telecommunications business. His credentials are attached for your review. I believe he will serve as a valuable asset to TELEPAC.

Sincerely,

Lisa Borders President

Atlanta City Council

cc: Rhonda Johnson, Municipal Clerk

Ron Frieson

Home 404/696-4429 Fax 404/696-1808 ronkinob@bellsouth.net 185 Milano Drive Atlanta, GA 30331

Ron Frieson

Overview

Corporate Officer with over 20 years of experience managing businesses for increased profitability and efficiency in competitive categories: publishing and telecommunications. Functional experience includes: Business Operations (headquarter and field) with revenue to \$1.3 billion and 1200 employees, International Business Development in South America, Internet strategy/e-commerce, Marketing and Information Technology.

Experience

BellSouth Corporation

November 2002 - Present

Vice President Strategy and Systems Planning

In this role, I lead the Consumer division's transformation initiative, focusing on customer interfaces, sales transformation and implementing BellSouth's Consumer's bundling strategy. This entails replacing the core systems infrastructure supporting customer service and product delivery. It also requires cultural change of our sales process to address the changing market dynamics.

January 2001 - November 2002

Chief Diversity Officer

Being the first in BellSouth's history to hold this role, I created the Office of Diversity. The charge entailed the creation and implementation of the corporate diversity strategy in human resources, including recruitment, retention, measurement and training. I also ensured that diversity was a key part of marketing, advertising, purchasing, and philanthropy. During this period BellSouth was recognized by Fortune as one of the top 10 employers for women and minorities and ranked number one by the NAACP in it's annual telecommunications survey.

May 1999 - December 2000

Vice President and General Manager Consumer Services

I managed business operations including inbound and outbound telesales, customer service and repair centers in Kentucky and Tennessee delivering service to 6.9 million access lines. I was responsible for \$1.3 billion in revenue and 1,200 people. During my tenure I:

- Relocated call center operations from rural to major markets within the region to lower recruiting costs and aid retention.
- Negotiated a cash incentive plan with the Communications Workers of America that enabled implementation of the first sales incentive program for customer care workers in the BellSouth region. The pilot program is

designed to achieve incremental sales of 10%.

- Designed and implemented an enhanced consumer sales program to accurately credit score customers prior to service connection. Program reduced bad debt by 10% in a 12-month period.
- Increased employee satisfaction ratings by 15.9% in a 12-month period.

January 1998 - April 1999

Vice President, Advertising and Publishing Group

BellSouth Advertising & Publishing was the largest Yellow Pages publisher in the world with \$1.7 billion in revenue and 530 directory titles. Market position shifted due to consolidation in the telecommunications industry. As Vice President, I led Strategic Planning and Business Development. In a mature category, I positioned Bellsouth Advertising and Publishing for future growth via international investments in developing markets and the internet:

- Developed and gained Executive approval for the business case supporting growth through international investment in South America.
- Led due diligence efforts for International Yellow Pages investments to increase revenue by \$100 million in 5 years: acquired 40% interest of a \$107 million operation in Sao Paulo, Brazil, launched a new business valued at \$35 million in Lima, Peru and purchased 100% of a \$70 million operation also headquartered in Brazil.
- Introduced a value-added strategy for on-line Yellow Pages designed to enhance the service offering to customers (advertisers) as well as meet the evolving needs of consumers: launched full service on-line packages for business advertisers which consisted of Yellow Pages ad-space and remnant banner ads from Flycast (an internet advertising service), expanded the website functionally to meet consumer needs by adding White Page listings, and worked with an industry consortium to introduce a national on-line listings service called "At Hand". Strategy resulted in a 250% increase in monthly page views in 18 months.

1995-1997 BellSouth Advertising & Publishing Atlanta, GA

Chief Information Officer

Managed an organization of 1100 people with a budget of \$70 million, publishing over 530 directories annually. During my tenure I streamlined processes and introduced systems that had a positive impact on profits as well as customer service. Operational improvements resulted in BellSouth Advertising and Publishing receiving best in class performance ratings by the Yellow Pages Publishers Association:

- Re-engineered the production workflow, eliminating 13 non-value add processes which resulted in a 55% improvement in the time to proof for customers. Time from customer signature to proof release reduced from 20 days to 9 days.
- Achieved \$6 million in recurring annual savings from improved production operations.
- Operational improvements achieved "best in class" performance ratings among all Yellow Pages publishers. Bellsouth Advertising and Publishing ranked #1 in the following operations driven categories: revenue per employee, expense per employee and technology cost per seat.

 Managed requirements design, vendor selection and implementation for a \$30 million company-wide system upgrade for Y2K.

1985-1995

During my early tenure with BellSouth, I held a number of functional and operational positions including:

Director, Product Marketing & Management

Director, System Design

Director, Ad Design Services

Executive Assistant to Group President

1982 - 1985 AmSouth Bank Birmingham, AL

Loan Review Officer

Responsible for leading regional loan portfolio analysis of affiliated institutions. Prior experience as a retail banking officer and Savings and Loan examiner.

BellSouth's President's Club 1992, 1994

Recognition 100 Black Men's President's Achievement Award 1996

Ember Award Winner 2003

1996 Emory University Atlanta, GA

Education Executive Development Consortium

1993 Georgia State University Atlanta, GA

MBA Information Systems

1981 University of Tennessee Knoxville, TN

BS Finance (participated in 5 semester co-operative education program)

1975 Phillips Andover Academy Andover, Mass.

Completion of special studies

Organizations Atlanta Urban League: Board Member, Secretary

100 Black Men of DeKalb County: Board Member; Fundraising

Committee; Publicity Chair

Hands on Atlanta: Board Member

National Association of Black Telecommunications Professionals:

Advisory Board Chairman

American Kidney Fund: Southern Regional Council Member

Biography Ronald E. Frieson

Ronald Frieson is VP – Strategy and Systems Planning for BellSouth Consumer Services. In this role, Frieson leads the customer interface strategy and the development of the IT infrastructure to support the various customer channels.

In 1997, Frieson was named Group VP and led BellSouth's expansion of publishing in Latin America. Frieson joined Consumer Services in 1999 as VP - Kentucky and Tennessee and was appointed in 2000 to the position of VP - New Product Implementation. In 2001, Frieson was named as BellSouth's first Chief Diversity Officer. Prior to BellSouth, Ron worked in the banking industry.

Frieson currently serves as a board member for the 100 Black Men of Dekalb, the Atlanta Urban League, Hands on Atlanta and the Southeast Regional Council of the American Kidney Fund. He is an advisory board member for the National Association of Black Telecommunications Professionals and Great Schools Atlanta. Frieson is an alumnus of Leadership Atlanta, Class of 2002.

Frieson holds a BS in finance from the University of Tennessee and a MBA in Information Systems from Georgia State University. Ron is married to Belinda Stubblefield.

Referred To:	Date Referred	Refferred To:	Date Referred	Referred To:	Date Referred	D PERSONAL PAPER REFER			otto	2000	OF ORDINANCES.	ACCORDANCE WITH SECTION 2-	ATLANTA CITY COUNCIL IN	DATES OF NOVEMBER 15, 2004	Ë	ADOPT	CORRECTIONS MADE TO	SUBMITTING A REPORT OF	MUNICIPAL CLERK:	HONI	A COMMUNICATION BY	(Do Not Write Above This Line)		04- (-2228
	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Action	Date	Committee	Refer To				-		Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Referred To	Date	First Reading
	Herer 10					Members	Fav, Adv, Hold (see rev. side) Other	Action	Chair	Committee	Refer To						Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee			ading
							MAYOR'S ACTION													רבא: דופט	Or Dalle le	☐ Consent ☐ V Vote ☐ RC Vote	2nd U 1st & 2nd U 3rd	INAL COUNCIL ACTION



OFFICE OF MUNICIPAL CLERK

RHONDA DAUPHIN JOHNSON, CMC MUNICIPAL CLERK 55 TRINITY AVENUE, S.W. SECOND FLOOR, EAST SUITE 2700 ATLANTA, GEORGIA 30335 (404) 330-6033 FAX (404) 658-6103

December 06, 2004

TO:

Council President Lisa M. Borders

Members of Council

FROM:

Rhonda Dauphin Johnson

Municipal Clerk

RE:

Report of Administrative Corrections to Legislation

The following previously adopted resolution and ordinance have received an administrative correction during the time period occurring between the regular Council meeting dates of November 15, 2004 and December 06, 2004.

• 04-R-1765

A Substitute Resolution by City Utilities Committee as Amended by Full Council authorizing the Mayor or her designee to enter into an appropriate contractual agreement with Republic Services of Georgia for FC-7650-04B, disposal of municipal waste, on behalf of the Department of Public Works, based on unit prices in an amount not to exceed Four Million Eight Hundred Eighty Six Thousand Seven Hundred Dollars (\$4,886,700.00). All contracted work shall be charged to and paid from Fund Account and Center Number: Solid Waste Services Revenue Fund (Sanitary SVCS REV) – 2P01 574001 M38101.

ADOPTED by the Council APPROVED by the Mayor

October 18, 2004 October 20, 2004

Correction: To add Councilmember Norwood's friendly amendment to the amendment by Councilmember Shook; adopted by Full Council at the October 18, 2004 Regularly Meeting which was to add a new item #7 (provide weekly internal inspections of operations by the company) in the first Be It Further Resolved Clause.

Administrative Corrections Page 2 December 06, 2004

04-O-1572

A Substitute Ordinance by Community Development/Human Resources Committee authorizing the Mayor to enter into an agreement with a contractor for the maintenance of a healthy tree canopy in an amount not to exceed \$600,000.00 for a three (3) year period to be charged to and paid from the consultant professional services tree recompense Account Number 3P02 524001 N12P0613QNAO; to transfer from appropriations to appropriations \$600,000.00 so as to fund the services of a contractor for the maintenance of a Healthy Tree Canopy Program on behalf of the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks; and for other purposes.

ADOPTED by the Council APPROVED by the Mayor

October 04, 2004 October 08, 2004

Correction: To change "Tree Removal Protection" to "Tree Recompense" wherever it appears in the legislation.

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Referred To:	Date Referred	Refferred To:	Date Referred	Referred To:	Date Referred	D PERSONAL PAPER REFER			10/9/21	06)000000	0/3	† <u>ica</u>	<u>-</u>		OF THE ATLANTA CITY CODE OF ORDINANCES.	PURSUANT TO SECTION 2-1142		SUBMITTING THE OCTOBER 2004 MONTHLY CONTRACTS REPORT	OFFICER:	1 .	A COMMUNICATION BY ADAM	(Do Not Write Above This Line)		04- (-2230
	Refer To					Members	Fav, Adv, Hold (see rev. side) Other	Action	Chair	Date	Committee		Refer To				Members	Action Fav, Adv, Hold (see rev. side) Other	Chair	Date	Committee	Referred To	Date	First Reading
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							MAYOR'S ACTION													CERTIFIED		The Consent O V Vote O RC Vote	O 2nd U 1st & 2nd U stu	TION



CITY OF ATLANTA

SUITE 1790 55 TRINITY AVENUE, SW ATLANTA, GA 30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov

RECEIVED

NOV 1 5 2004 Bag

Chief Procurement Officer

November 15, 2004

The Honorable Lisa Borders President, Atlanta City Council 55 Trinity Avenue Suite #2900 Atlanta, Georgia 30303

> **Department of Procurement Monthly Contracts Report** Re:

Dear President Borders:

Shirley Franklin

Mayor

Pursuant to § 2-1142 of the Atlanta City Code of Ordinances, I have attached for your review a copy of the October Monthly Contracts Report to the Atlanta City Council and Clerk of Council.

Pursuant to the requirements of § 2-1142, please note that the October Monthly Contracts Report comprises the titles of contracts and methods of selection, as well as those contracts authorized by the City Council with related dollar amounts. Where applicable, the Monthly Contracts Report will also include any emergency contracts, change orders or changes in scope to designated contracts.

Please let me know if you have any questions or need additional assistance.

dan L. Smith

ALS/cmc

Att:

City Councilmembers (w/att) cc: Ms. Rhonda Johnson (w/att)

METHOD OF SOURCE SELECTION	RFP	BID	BID	RFP	BID	BID	RFP	RFP	RFP	RFP	BID	BID	RFP	RFP	BID	BID	ITB	BID	BID	RFQ	BID
THE OF CONTRACT	CONRAC AUTOMATED PEOPLE MOVER SYSTEM FIXED FACILITY	CONCOURSE E GENERATOR RELOCATION	CONRAC SITE DEVELOPMENT AND MASS GRADING	GROUND TRANSPORTATION TAXI STARTER MANAGEMENT SERVICES	PAVING, LIGHTING AND MARKING	FIRE STATION NO. 35 - RENOVATIONS AND IMPROVEMENTS	SUCCESSION PLAN FOR THE CITY OF ATLANTA AVIATION DEPARTMENT	CONCOURSE E FOOD & BEVERAGE RFP #2 RESTAURANT/BAR CONCESSIONS	CONCOURSE E FOOD & BEVERAGE RFP #3 NATIONAL/REGIONAL BRANDED HAMBURGER CONCESSIONS	CONCOURSE E FOOD & BEVERAGE RFP #1 FAST FOOD CONCESSIONS	CITYWIDE SECURITY GUARD	CITYWIDE JANITORIAL SERVICES	WRECKER SERVICES FOR VEHICLES UNDER TWO TONS	WRECKER SERVICES FOR VEHICLES OVER TWO TONS	PITTMAN PARK RECREATION CENTER	TENNIS COURT RESURFACING AT VARIOUS PARKS	LINDBERGH DRIVE AND PEACHTREE HILLS AVENUE TRAFFIC CALMING CONSTRUCTION PROJECTS	STEEL U-CHANNEL POLES	LITTER COLLECTION PROGRAM	PROFESSIONAL DESIGN SERVICES FOR VARIOUS QUALITY OF LIFE PROJECTS	SOUTH RIVER "WRC" UPGRADES
FCNUMBER	7692-04	3004007812	3004007817	6004007831	3004007815	3004007816	6004007849	6004007847	6004007848	6004007846	7667-04	7665-04	6004007821	6004007822	3004007820-04	3004007822-04	6004007845-04	8260-MW	6004007867	6004007852	3004007809

DOLLAR AMOUNT	\$85,688.34	\$566,456.00	\$1,143,054.28	\$2,155,140.00	\$4,886,700.00	\$34,600.00	\$2,600,000.00	\$658,588.50	\$2,300,963.50			
METHOD OF SOURCE SELECTION	BID	BID	RFP	RFP	RFP	BID	RFP	RFP	RFP			
THILE OF CONTRACT AUTHORIZED BY COUNCIL	ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES	SOUTHEAST PARK RECREATION CENTER IMPROVEMENTS	AUTOMATED EXTERNAL DEFRIBILLATORS PHASE II	DISPOSAL OF MUNICIPAL WASTE	DISPOSAL OF MUNICIPAL WASTE	ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES	RECYCLING PROGRAM	ANNUAL CONTRACT FOR REPAIR AND REPLACEMENT OF LARGE WATER METERS	ANNUAL CONTRACT FOR REPAIR AND REPLACEMENT OF LARGE WATER METERS			
FCNUMBER	7619-03	7693-04	7707-04	7650-04A	7650-04B	7619-03B	6004007836	6004007832B	6004007832A			

METHOD OF SOURCE SELECTION	RFP	ITB	
THE OF CONTRACT	CUSTOMER INFORMATION SYSTEM BILLING SYSTEM AND OF-SITE BILLING SERVICES	LITTER CLEAN UP PROGRAM	
FC NUMBER	6004007863	6004007850	

REASON	Due to heavy rains, additional landscaping services required at various Department of	Contract modification to extend the days of the contract by fourteen (14) to complete the work.	
DOLLAR	\$28,179.85	\$0.00	
CONTRACT CHANGE ORDERS/MODIFICATIONS AUTHORIZED BY THE CHIEF PROCUREMENT OFFICER	ANNUAL CONTRACT FOR DWM LANDSCAPING SERVICES	ANNUAL CITYWIDE DEMOLITION CONTRACT	
FC NUMBER	7467	7382	